

FRANCHISE DISCLOSURE DOCUMENT  
**RESTORE FRANCHISING, LLC**  
A Texas limited liability company



3601 South Congress Ave.  
Suite C-200  
Austin, TX 78704  
512-537-4087  
<https://restore.com/>  
[Franchisedevelopment@restore.com](mailto:Franchisedevelopment@restore.com)

The franchise offered is for a Restore Hyper Wellness™ retail outlet studio (“**Restore Studio**” or “**Studio**”) that provides, or facilitates access to, alternative wellness services, including (i) core services (e.g., cryotherapy, compression therapy, infrared sauna therapy, red-light therapy, Cryoskin services, hydrafacial therapy, and Circadia oxygen facials) (“**Core Services**”); (ii) certain specialized care services (e.g., IV drip therapy, intramuscular shot therapy, biomarker assessments, mild hyperbaric oxygen therapy, and performance medicine) (“**Specialty Services**”), and (iii) other wellness services we authorize (together with the Core Services and the Specialty Services, the “**Authorized Services**”).

The total investment necessary to begin operation of a franchised Restore Studio is expected to be between \$817,674 and \$1,289,925. This includes \$204,600 to \$224,800 that must be paid to the franchisor or its affiliates. If you sign a Multi-Unit Development Agreement to develop multiple Restore Studios (minimum of 3), you will have to pay (i) a development fee equal to the sum of the initial franchise fees for the Studios you will develop during the first development period of the agreement’s term, plus (ii) 50% of the initial franchise fees for the remaining Studios to be developed thereafter. The total investment necessary to begin operation under a Multi-Unit Development Agreement is \$974,174 to \$1,745,425, which assumes the development of a minimum of three Studios and a maximum of 20 Studios. This includes \$286,100 to \$580,300 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Team at 3601 South Congress Ave., Suite C-200, Austin, TX 78704 or 512-537-4087.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 “Buying a Franchise, A Consumer Guide,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (“**FTC**”). You can contact the FTC at (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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: April 19, 2024

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by arbitration or litigation only in Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Texas than in your own state.
2. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make those payments may result in 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.

**NOTICE REQUIRED BY  
STATE OF MICHIGAN**

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

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

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

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

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

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor

from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

**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 Consumer Protection Division Attn: Franchise  
670 G. Mennen Williams Building  
525 West Ottawa, Lansing, Michigan 48909  
(517) 335-7567

**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

Unless the context otherwise requires, all references to “**Restore Franchising**,” “**Franchisor**,” “**we**,” “**us**,” or “**our**” refer to Restore Franchising, LLC and all references to “**Franchisee**,” “**you**,” or “**your**” refer to the person who is granted the right to operate a Restore Studio under a Franchise Agreement. If you are a corporation, limited liability company, partnership or any other type of legal entity, the provisions of the Franchise Agreement (and, if applicable, the Multi-Unit Development Agreement) also apply to your owners by virtue of the requirement that some or all your owners personally guarantee, and be personally bound by, your obligations under the Franchise Agreement (and, if applicable, the Multi-Unit Development Agreement). All initially capitalized terms used but not defined in this Disclosure Document have the meanings ascribed to them in the Franchise Agreement and the Multi-Unit Development Agreement.

#### Franchisor

Restore Franchising, LLC is a Texas limited liability company formed on November 14, 2016, and maintains its principal place of business at 3601 South Congress Ave., Suite C-200, Austin, TX 78704. We conduct business under the name “Restore Franchising,” as well as the name “Restore Hyper Wellness” and “Restore Hyper Wellness + Cryotherapy.” We do not conduct business under any other name or mark. We began selling franchises in December 2016. We do not operate a business of the type being franchised. We have not and do not currently conduct business in any other line of business and have not and do not currently offer franchises in any other line of business.

#### Parent Company, Predecessors, and Affiliates

We have a parent company, Austin Cryo Ventures, LLC (“**ACV**”). ACV is a Delaware limited liability company formed on October 7, 2014, and maintains its principal place of business at 3601 South Congress Ave., Suite C-200, Austin, TX 78704. ACV has operated Restore Studios since its formation in October 2014. For purposes of this Disclosure Document, the Restore Studios operated by (i) ACV, (ii) Hyper Ops, LLC, a Texas limited liability company whose sole member is ACV, or (iii) any other affiliate of ours will be described as “**Company-owned Studios**.” ACV does not offer franchises for Restore Studios or for any other line of business. ACV may provide certain products and services to Restore Studio franchisees.

Our affiliate, Hyper Supply, LLC (“**Hyper Supply**”), is a Texas limited liability company formed on December 16, 2020. Hyper Supply’s principal place of business is 3601 S. Congress Ave., Ste. C-200, Austin, Texas 78704. Hyper Supply is an approved and, in certain circumstances, the only approved, supplier of certain Operating Assets (defined in Item 8) and other materials and supplies that Restore Studio franchisees must purchase. Hyper Supply has never conducted Restore Studios or offered franchises in this or any other line of business.

Except as noted above, we do not have any predecessors or any affiliates that offer franchises in any line of business or provide products or services to Restore Studio franchisees.

### Agent for Service of Process

Our agents for service of process are listed on Exhibit A of this Disclosure Document.

### The Restore Franchise Opportunity

We offer to qualified persons the right to own and operate a Restore Studio under our standard form of franchise agreement attached hereto as Exhibit B (the “**Franchise Agreement**”). We also offer to qualified persons the right to develop multiple Restore Studios within a specific geographic area (the “**Development Area**”) under our standard form Multi-Unit Development Agreement attached as Exhibit C (the “**Multi-Unit Development Agreement**” or “**MUDA**”). The Multi-Unit Development Agreement requires you to open a mutually agreed-upon number of Restore Studios under a development schedule set out in the agreement. In connection with the development of Restore Studios under the MUDA, you must sign our then-current form of franchise agreement for each Studio you open, which may differ from the Franchise Agreement included with this Disclosure Document. Each Franchise Agreement will grant you the right to own and operate a single Restore Studio at an agreed-upon location. Restore Studios operate under our Marks (as defined in Item 13) and the mandatory and recommended specifications, standards, operating procedures, and rules we periodically establish for Restore Studios (“**System Standards**”).

We currently require all Restore Studios to offer the Core Services described below and all Specialized Services provided at the order and direction of an Authorized Care Provider unless you are restricted from offering any of the Authorized Services by applicable law or we agree otherwise in writing. In certain geographic areas, we may grant qualified persons the right to own and operate a Restore Studio that offers a scaled-down list of the Authorized Services traditionally offered by all Restore Studios.

### Authorized Services

Restore Studios provide, or facilitate access to, the Authorized Services (including Core Services and Specialty Services) that we prescribe. Unless we agree otherwise in writing, the Specialty Services (i) must be offered, administered or provided only by or through the supervision of a licensed medical professional, including a physician or advance practice registered nurse, or a licensed or permitted entity (“**Authorized Care Provider**”) and (ii) are subject to compliance with applicable law (including any applicable Authorized Care Provider Regulations). “**Authorized Care Provider Regulations**” means certain federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine, laboratory testing, and other related requirements.

We or the Authorized Care Provider may require you to add to, eliminate, modify, discontinue access to any of the Authorized Services at our sole discretion or as required under any applicable Authorized Care Provider Regulations.

Customers may request and purchase Authorized Services individually or through our universal, multi-tier membership program, which allows members to receive a specified number of Authorized Services each month depending upon the membership tier selected and, for Specialty Services, the clinical determination of an Authorized Care Provider. Customers who are in good standing under an active membership may access and receive Authorized Services at any Restore

Studio in the system; provided, that with respect to Specialty Services, the ordering Authorized Care Provider is licensed in the State where the Restore Studio is located.

### *Core Services*

The following is a description of the Core Services that Restore Studios currently offer:

- ***Whole Body Cryotherapy:*** Whole body cryotherapy involves cooling a person in a whole body cryo-chamber at approximately negative 250 degrees Fahrenheit for up to three minutes per session. The cryo-chamber creates cold by using liquid nitrogen or electricity.
- ***Localized Cryotherapy:*** Local cryotherapy involves utilizing pressurized liquid nitrogen vapors at temperatures as low as negative 240 degrees Fahrenheit to address pain, soreness and swelling to a person's chosen targeted areas (e.g., face, neck, etc.).
- ***Compression:*** This service utilizes NormaTec Pulse Rx 2.0 and 3.0 technology to apply controlled, dynamic pressure to arms, legs or hips.
- ***Infrared Sauna:*** An infrared sauna is similar to a traditional sauna, but it uses infrared light to heat a person directly (instead of heating the air) to release minor pain, accelerate physical recovery, boost blood and circulation, and improve cardiovascular health in sessions lasting up to 40 minutes. Saunas are an easy way to boost performance while relaxing.
- ***Red-Light Therapy:*** Red-light therapy (also known as photobiomodulation or PBM) uses red and infra-red wavelengths of light that can help boost energy levels, relieve minor pain and swelling and balance mood in sessions lasting from 10-20 minutes.
- ***CryoSkin:*** CryoSkin offers a variety of non-invasive services to skin and body issues. CryoSkin services utilize cold temperatures to improve the appearance of cellulite and aging concerns such as fine lines, wrinkles and skin elasticity.
- ***Hydrafacial®:*** Hydrafacial is a three-step service that offers deep cleansing and manual exfoliation, gentle chemical peel and painless extractions, and infusing and protecting the skin with hydrators and peptides to improve the appearance of healthy skin. This fully customizable service addresses common skin health concerns such as dullness, firmness, clogged pores, discoloration, fine lines and wrinkles. Hydrafacial services can be further customized to include the use of red-light therapy and add-ons such as treatments for hands, neck, chest and back.
- ***Circadia® Oxygen Facial:*** Utilizing Circadia products, this three-step facial utilizes an exfoliating mask, an oxygen treatment mask, and a hydrating mask.

## *Specialty Services*

The following is a description of the Specialty Services that Authorized Care Providers currently administer at Restore Studios:

- ***Intravenous (IV) Drip Therapy and Intramuscular (IM) Shots:*** Restore Studios offer a broad array of IV Drip formulations, as well as IM shots with many of the same ingredients of the IV Drip options. IV drips and IM shots infuse hydration and essential vitamins, nutrients, minerals and/or amino acids. IV drips and IM shots are administered by medical and/or nursing professionals.
- ***Biomarker Assessments:*** Biomarker Assessment evaluates blood samples for insufficiencies and/or genetic markers that may indicate deficiencies with the body's process to utilize nourishment. Evaluations of blood samples are provided by third-party labs. Assessments may include micronutrient, food sensitivity and methyl detox assessments.
- ***Mild Hyperbaric Oxygen Therapy:*** Mild hyperbaric oxygen therapy (mHbOT) involves a person lying in a pressurized chamber at four PSI. The mHbOT is overseen by medical and/or nursing professionals under the supervision of a physician-owned entity. The increased pressure compresses oxygen molecules allowing oxygen to load both red blood cells and plasma, and increased oxygen to penetrate the body's tissues to enhance repair and healing.
- ***Performance Medicine:*** Performance medicine combines a customer's health history and biometrics (e.g., blood pressure, body composition, and biomarkers), with telemedicine to prescribe tailored therapies and FDA-approved medications to achieve customers' specific performance needs, including peptides, semaglutide, tirzepatide, and sermorelin.

We currently require all Restore Studio franchisees to ensure that all Specialty Services are offered, administered and/or provided only by or through the supervision of an Authorized Care Provider, regardless of whether it is required under their states' CPOM rules or Authorized Care Provider Regulations. In states where a professional corporation or professional limited liability company must own or operate an Authorized Care Provider, you will act solely in the capacity of an administrative services agent to an Authorized Care Provider that administers or supervises the Specialty Services. In these instances, you must sign both a Franchise Agreement with us to operate the Restore Studio and an Administrative Services Agreement ("ASA") with an Authorized Care Provider before you begin operating the Restore Studio. Unless we agree in writing to allow you to choose your own Authorized Care Provider, we will designate the Authorized Care Provider that you must use to provide Specialty Services at your Studio. If we allow you to choose your own Authorized Care Provider, you remain responsible for independently engaging your own legal counsel to evaluate, review, and ensure that your ASA and its terms comply with all applicable laws and regulations, including any CPOM rules in the applicable state and other Authorized Care Provider Regulations.

Some state agencies or medical or cosmetology boards may regulate the Authorized Services differently and, in some instances, require these services to be administered or provided only by

or through the supervision of an Authorized Care Provider that is licensed by the applicable state. We may, but are not obligated to, permit you to directly employ a licensed individual to order, administer, or provide certain Specialty Services in jurisdictions where employment is permitted under applicable law. You are solely responsible for determining and complying with all applicable laws relating to the Authorized Services, and you are strongly encouraged to seek guidance from legal counsel regarding these matters to ensure compliance with these laws.

### The Market for Restore Studios and Competition

The primary customers of Restore Studios are individuals who desire to lead healthy, active lifestyles, as well as groups such as health clubs, local running clubs, triathlon clubs, recreational sports leagues, and high school, college, and professional sports programs. Restore Studios offer Authorized Services to customers in two major markets: 1) preventative health and wellness, and 2) athletic performance.

Restore Studios compete with other businesses in the health and wellness industry, specifically businesses that offer cryotherapy, infrared saunas, hyperbaric oxygen, hydrafacial and Cryoskin services, IV drip therapy, IM shots, compressions, performance medicine and other similar services. The market for cryotherapy, IV drip therapy, and related wellness services, therapies, modalities, and products is highly competitive, with constantly changing market conditions.

### Industry-Applicable Regulations

Restore Studios offer or facilitate access to certain Authorized Services that may be subject to federal and state laws and regulations, as well as local permitting and zoning requirements at a county and/or municipal level. These laws and regulations include (i) state corporate practice of medicine (“CPOM”) rules, (ii) Authorized Care Provider Regulations, (iii) laws and state board regulations and rules pertaining to the practice of medicine and/or nursing, (iv) data privacy laws and other electronic communication laws such as the Telephone Consumer Protection Act (“TCPA”), (v) workplace safety laws issued and enforced by Occupational Safety and Health Administration (“OSHA”), (vi) telemedicine laws and regulations, (vii) state individual and facility licensing requirements, (viii) patient inducement laws, (ix) laws and regulations pertaining to medical devices and related healthcare equipment regulated by the Food and Drug Administration (“FDA”), (x) laws and regulations pertaining to health and fitness Studios, including requirements applicable to membership programs, gift cards, pre-paid packages, (xi) laws and regulations pertaining to cosmetology/esthetic services, (xii) laws and regulations pertaining to state pharmacy boards, (xiii) federal and state consumer protection laws, including advertising and marketing laws, regulated by the Federal Trade Commission (“FTC”) or other state agencies; (xiv) clinical laboratory laws and regulations; and (xv) federal and state laws pertaining to joint employer liability and employee misclassification.

No claims for Authorized Services will be billed to any federal or state health care program or commercial health plan by you or any Authorized Care Provider, and therefore, no federal fraud and abuse laws should apply to your arrangement with Authorized Care Providers under the ASA, but certain states may have provider inducement or anti-kickback laws that are payor indifferent that must be complied with. In the future, should we authorize your Restore Studio to participate

in federal or state healthcare programs or contract with commercial payors, additional laws, such as federal and state anti-kickback laws or physician self-referral laws may also apply.

The CPOM rules in many states may restrict a non-licensed individual or legal entity from employing or contracting with a licensed healthcare professional or entering into any arrangement where a non-licensed individual or corporation is directing or controlling the performance of Specialty Services or the professional's independent medical judgement. Further, in most states a non-licensed individual or corporation may not split or share in the professional fees received in exchange for providing Specialty Services, which affects the billing, collection and flow of funds related to certain Specialty Services that you facilitate access to at your Restore Studio. For example, certain states prohibit compensation based on a percentage of revenue (or profit) on the grounds that it is the unlawful practice of medicine through fee-splitting or improper payments for patient referrals or solicitation. It is important to note that these rules directly impact how you may structure, manage, account for, and operate your Restore Studio and charge the Authorized Care Providers for administrative services to ensure compliance with these rules.

Unless we agree in writing to allow you to choose your own Authorized Care Provider, we currently require all Restore Studio franchisees to ensure that Specialty Services are offered, administered and/or provided only by or through the supervision of an Authorized Care Provider that we designate, regardless of whether your state has applicable CPOM rules. Unless we agree otherwise, you must enter into an ASA in the form attached to this disclosure document as **“Exhibit J”** with the Authorized Care Provider we designate to provide them with exclusive space in your Restore Studio and administrative services for them to deliver the Specialty Services to customers on-site and/or from a remote location. If we agree in writing to allow you to choose your own Authorized Care Provider, you must enter into an ASA in a form approved by us that includes a full description of the arrangement and administrative services to be rendered to the Authorized Care Provider, as well as a compensation formula that complies with the CPOM rules in the applicable state and other Authorized Care Provider Regulations.

We may (but are not obligated to) permit Restore Studio franchisees to directly employ a licensed individual to order, administer, or provide certain Specialty Services in jurisdictions where direct employment is permitted under applicable law. In those states where you are permitted, and we agree in writing to allow Restore Studio franchisees, to directly employ a licensed individual to order, administer, or provide certain Specialty Services, the compensation formula under the ASA with our designated Authorized Care Provider can be adjusted to reflect the costs incurred for any licensed individuals employed directly by you. Although we provide the form of the ASA you must enter into with the Authorized Care Provider we designate, you must directly hire your own attorney to independently evaluate, review, and ensure that your ASA and its terms comply with all applicable laws, rules and regulations, including Authorized Care Provider Regulations. Your failure to comply with applicable state CPOM laws or other Authorized Care Provider Regulations may lead to the unauthorized practice of medicine or other violations by you, your Restore Studio or the Authorized Care Provider, and will give us the right to terminate the Franchise Agreement and any other agreements between you and us.

The performance of laboratory testing is subject to regulation under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). CLIA is administered by the Centers for Medicare & Medicaid Services, or CMS, in partnership with the states. CLIA is intended to oversee laboratory

operations to ensure that laboratories providing testing that is accurate, timely, and reliable. As a condition of offering performance medicine, Restore Studio franchisees must contract with a clinical laboratory that is certified by the CLIA program or accredited by CMS-designated third parties, and in certain instances licensed by the state. The clinical laboratory may perform only those types of tests that are appropriate to the laboratory's type of certification or accreditation.

The Health Insurance Portability and Accountability Act (HIPAA), as amended by the Healthcare Information Technology for Economic and Clinical Health Act of 2009, or HITECH, among other things, established federal protection for the privacy and security of protected health information, or PHI. You may be required to comply with HIPAA privacy and security rules, regardless of whether your operations or the Authorized Care Providers are subject to HIPAA. If you are required to comply with HIPAA, you must consult with your own attorney to ensure that you are in compliance.

There are extensive federal, state, and local laws, rules and regulations that regulate the type of marketing that you may or may not make regarding the Authorized Services offered, the results that a customer may or may not achieve, and whether or not the Authorized Services are cleared or approved by any government agency or authority. Further, there are specific standards of practice and promotional activities that you and the Authorized Care Provider must comply with in certain states.

Compliance with these laws is mandatory and violation of these laws may result in civil and/or criminal fines and penalties. You are solely responsible for determining and complying with all applicable provisions of these laws with respect to your businesses, operations, locations, and employees, and you are encouraged to seek guidance from legal counsel regarding these matters.

#### Changes in Applicable Regulations

The operation of your Restore Studio may be affected by various shifts in local codes and ordinances, which may disrupt business activity, customer demand, supplies, or employee availability. It is also important to note that certain Authorized Services may, based upon Authorized Care Provider Regulations, particularly at a state level, only be administered or delivered by licensed professionals such as physicians, nurse practitioners (with or without physician supervision), nurses, estheticians, or other licensed or certified healthcare professionals. In addition, the determination of the scope of treatment by these licensed professionals may also be governed by the medical, nursing or pharmacy boards or other licensing or accrediting body of a given state, which may change and impact the Authorized Services available at one Studio compared to others. State healthcare laws and regulations will also dictate which licensed healthcare provider (e.g., physician, nurse practitioner or nurse) can evaluate individuals or order a Specialty Service, in addition to who can perform the Specialty Service. You are required to ensure that your Studio and staff comply with all Authorized Care Provider Regulations. Additionally, you may be required to comply with certain regulations instituted by states and municipalities in response to the COVID-19 pandemic that apply to retail businesses. You should consider these laws and regulations when evaluating your purchase of a franchise.



We encourage you to consult counsel about any potential impact of these laws, regulations, and/or other requirements that may be imposed on you, your Studio, and the individuals hired by your Studio or with whom you contract.

## **ITEM 2 BUSINESS EXPERIENCE**

### Steve Welch: Chairman and Chief Executive Officer

Steve Welch has been our Chairman since our inception in November 2016 and our Chief Executive Officer since July 2023. From February 2023 to July 2023, he served as our Interim Chief Executive Officer. Mr. Welch has been ACV's Chairman since its inception in October 2014. Mr. Welch also has served as President of Welch Phoenixville, LLC since November 2006 and as Chairman of Dreamit Ventures, LLC since December 2007. He is based in Austin, Texas.

### Benton Smith: Chief Operating Officer

Benton Smith has served as our Chief Operating Officer since August 2023. From October 2022 to July 2023, he served as the Chief Executive Officer of Card My Yard. From October 2020 to October 2022, he served as the Vice President of Operations at Anytime Fitness. From October 2016 to October 2020, Mr. Smith served as the Chief Operating Officer at Pizitz Management. He is based in Atlanta, Georgia.

### Howard Schaffer: Vice President of Marketing

Howard Schaffer has served as our Vice President of Marketing since July 2023. From April 2022 to July 2023, Mr. Schaffer served as the Chief Marketing Officer for Camp Gladiator. From January 2020 to April 2022, Mr. Schaffer served as the Vice President of Marketing for Aceable. Mr. Schaffer also served as Senior Vice President of Marketing for Beneplace, an EBG Company, from April 2018 to December 2019. He is based in Austin, Texas.

### Jeremy Landis: Chief Technology Officer

Jeremy Landis has served as our Chief Technology Officer in Austin, Texas since June 2022. Mr. Landis served as Chief Product and Technology Officer at CrossFit in Boulder, Colorado from January 2021 to June 2022. He was Chief Product and Technology Officer at SoulCycle in New York, New York from October 2017 to January 2021. He is based in Austin, Texas.

### Colin Fitzpatrick: Vice President of Franchise Development

Colin Fitzpatrick has served as our Vice President of Franchise Development since February 2024. Mr. Fitzpatrick served as Vice President, Global Development at Code Ninjas in Boulder, Colorado from January 2022 to February 2024, and as Vice President, Strategic Initiatives & Partnerships at Code Ninjas from November 2020 to January 2022. He served as Vice President of Partnerships at Double Good Technologies in Chicago, Illinois from November 2018 to October 2020. He is based in Boulder, Colorado.

Emma Nasif: General Counsel, Corporate Secretary and Chief Compliance Officer

Emma Nasif has served as our General Counsel and Corporate Secretary since October 2023 and as our Chief Compliance Officer since September 2022. She served as our Deputy General Counsel from July 2023 to October 2023 and our Assistant General Counsel from September 2022 to July 2023. Ms. Nasif served as Assistant General Counsel at VMware from July 2021 to September 2022. From August 2020 to July 2021, Ms. Nasif served as Vice President and Associate General Counsel at ModivCare. Ms. Nasif also served as Employment Counsel at Vail Resorts from June 2017 to August 2020. She is based in Denver, Colorado.

Shaw Joseph: Member of Board of Directors

Shaw Joseph has served as a member of our Board of Directors since November 2021. Mr. Joseph is also a Managing Director at General Atlantic and has worked there since August 2012. Mr. Joseph has also served on the Board of Directors for European Wax Center since September 2018 and Torchy's Tacos since August 2017. From June 2021 to April 2023, he served on the Board of Directors for 80 Acres Farms, and from April 2014 to May 2021, he served as board observer at Squarespace. He is based in New York, New York.

Alexa Bartlett: Member of Board of Directors

Alexa Bartlett has served as a member of our Board of Directors since November 2021. Ms. Bartlett is also a Principal at General Atlantic and has worked there since August 2020. Ms. Bartlett has also served on the Board of Directors for European Wax Center since November 2020, Vegamour since March 2021, Buff City Soap since May 2022, and Girls Inc. NYC (non-profit) since September 2022. From July 2016 to July 2020, she served as Vice President at Warburg Pincus. She is based in New York, New York.

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### **ITEM 3 LITIGATION**

#### **Pending Matters:**

Butterfield et al. v. Restore Franchising LLC, Case 3:23-cv-00820, United States District Court, Middle District of Tennessee (Filed June 30, 2023). On or about March 16, 2021, Plaintiffs entered into a Franchise Agreement with us for the operation of a Restore Studio located in Smyrna, Tennessee. Plaintiffs subsequently ceased operating the Restore Studio on January 5, 2023, in breach of their Franchise Agreement. On June 30, 2023, Plaintiffs sued us in Tennessee state court, alleging claims for breach of contract, fraudulent and negligent misrepresentation, and negligent non-disclosure related to their purchase and operation of the Restore Studio. The complaint seeks damages in an amount of at least \$1,500,000, reasonable attorney's fees, litigation costs, and court costs, and any other relief to which Plaintiffs are entitled as a matter of law. The case was removed to federal district court in August 2023. We deny any wrongdoing and dispute the allegations in the complaint.

#### **Concluded Matters:**

In the Matter of Restore Franchising, LLC, Case No. 2023-0206. We filed an initial franchise registration application with the Maryland Office of the Attorney General ("Maryland AG"), in response to which the Maryland AG requested that we submit an undertaking that we neither offered nor sold franchises in Maryland or to any Maryland resident during the time we were not effectively registered under the Maryland Franchise Registration and Disclosure Law (the "Maryland Law"). We reported to the Maryland AG that we entered into a Multi-Unit Development Agreement (the "MUDA") with a Virginia-based developer (the "Developer") for the right to open and operate Restore Studios within a geographic area consisting of parts of Georgia, Maryland and Virginia during a period when we were not currently registered to offer and sell franchises in Maryland. Without admitting or denying any violation of law, we voluntarily entered into a Consent Order with the Maryland Securities Commissioner dated October 2, 2023. In the Consent Order, we agreed to (i) notify the Developer of the Consent Order and (ii) pay the Maryland AG a civil penalty of \$5,000.

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

### **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

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## ITEM 5 INITIAL FEES

### Franchise Agreement.

#### *Initial Franchise Fee*

If you sign an individual Franchise Agreement for a single-unit Studio, the standard initial franchise fee is \$44,500 and is payable when you sign the Franchise Agreement. The initial franchise fee may be less for certain legacy Restore Studio franchisees with whom we have agreed to a lesser initial franchise fee based on commitments to open additional Studios. During 2023, the initial franchise fees actually paid for single-unit franchises ranged from \$0 to \$44,500 (our current initial franchise fee) because we did not charge a separate initial franchise fee as part of the purchase price for five Company-owned Studios that were purchased by Restore Studio franchisees.

We provide special financial incentives to qualified veterans who have been honorably discharged from the U.S. Armed Forces. We offer qualified veterans who own 51% or more of the assets of the franchised business a 10% discount off the standard initial franchise fee due under a Franchise Agreement. Additionally, we offer qualified employees of ACV who own 51% or more of the assets of the franchised business a 50% discount off the standard initial franchise fee due under a Franchise Agreement.

The initial franchise fee is fully earned by us when it is paid. The initial franchise fee is not refundable under any circumstances, except as provided in this Item 5. You may be eligible to receive a refund of 50% (less any costs or expenses incurred by us for administration or training of you and your employees/managers) of your initial franchise fee if the following conditions are met: (i) we and you cannot agree upon a location for the Studio within three months after the date we sign the Franchise Agreement, (ii) we terminate your Franchise Agreement (at our option), and (iii) you sign and submit to us a release of claims in a form we prescribe.

#### *Purchase of Equipment and Medical and Esthetician Supplies*

You must pay our affiliate, Hyper Supply (i) approximately \$143,000 for whole-body cryotherapy equipment and red-light therapy equipment, and (ii) between \$5,000 and \$10,000 for medical and esthetician supplies. You are required to purchase your equipment when your Studio enters the permitting phase.

Payment for the above items is required to be made prior to the placement of your order. These amounts do not include shipping and handling expenses, which you also must pay, and which may range from \$6,000 to \$11,000 for the whole-body cryotherapy chamber and the red-light panels, in addition to \$100 to \$300 for medical and esthetician supplies. Your shipping and handling expenses will vary depending on the ordered items and the distance to your Studio.

The purchase price for equipment and medical and esthetician supplies is fully earned by us upon transfer of control of ordered items, generally upon delivery to you, which is when you obtain physical possession of the ordered items, legal title has transferred, and you have assumed all risks and rewards of ownership.

### *Technology System*

You must obtain, maintain, use and upgrade the hardware, software, and other equipment and network connections that we specify periodically in the System Standards necessary to operate the point-of-sale system, non-cash payment systems, membership management system, medical records system, marketing systems, enterprise management system and those other technology solutions as we may designate (collectively, the “**Technology System**”) in the operation of your Studio. We estimate that the amount you must pay us, our affiliates or our approved suppliers before commencing operations of your Studio for the Technology System will range from \$6,000 to \$16,000, which includes the cost of the hardware, software licenses, related equipment, and network connections.

### *Site Selection Visits*

We may, but are not obligated to, conduct an initial site selection visit. We will not charge you if we conduct an initial site selection visit. If we conduct a follow-up or additional site selection visit, we may require you to reimburse us for our out-of-pocket expenses and costs, including travel and lodging, that we incur in evaluating your proposed site.

### Multi-Unit Development Agreement.

#### *Development Fee*

If we grant you multi-unit development rights for the development of three or more Restore Studios under a Multi-Unit Development Agreement, you must pay a standard development fee (the “**Development Fee**”), which is a graduated fee and calculated as a function of the sum of the discounted initial franchise fee for each of the Restore Studios to be developed as follows:

- For 3-4 Restore Studios, the initial franchise fee will be \$42,000 per Studio.
- For 5-9 Restore Studios, the initial franchise fee will be \$40,000 per Studio.
- For 10-19 Restore Studios, the initial franchise fee will be \$35,000 per Studio.
- For 20 or more Restore Studios, the initial franchise fee will be \$20,000 per Studio.

You must pay us the Development Fee in multiple installments that correspond with each of the development periods in the Development Schedule (“**Development Period**”) as follows: (a) within seven calendar days after signing the Multi-Unit Development Agreement, you must pay us (i) the sum of the full initial franchise fees for the Restore Studios to be developed during the first Development Period and (ii) 50% of the sum of the initial franchise fees for the remaining Restore Studios to be developed under the Development Schedule; and (b) within seven calendar days after the start of the second and each subsequent Development Period, you must pay us the remaining 50% of the initial franchise fees due and owing for the Restore Studios scheduled to be developed during that Development Period.

If we grant you the right to develop 20 or more Restore Studios, however, you must pay us a Development Fee equal to the full initial franchise fees for all Restore Studios you agree to develop

under the Development Schedule within seven calendar days after signing the Multi-Unit Development Agreement. The total Development Fee for Multi-Unit Development Agreements for 20 or more Restore Studios are fully earned upon execution to account for the development opportunities lost or deferred due to the number of Studios under contract.

The number of Restore Studios to be opened under a particular Multi-Unit Development Agreement is determined by mutual agreement and will vary depending upon a variety of market-specific factors, including: (1) existing population and anticipated population growth within the Development Area; (2) competition within the Development Area; (3) the availability of acceptable locations; and, (4) the number of Restore Studios we and our advisors estimate may reasonably be supported within the Development Area.

When you sign the Franchise Agreement for each Restore Studio to be developed under a Multi-Unit Development Agreement, we will apply all or a portion of the Development Fee, as applicable, against the initial franchise fee as described above.

All Development Fees will be uniformly imposed by and payable to Restore Franchising. Although Development Fees are generally not refundable, we may in limited circumstances adjust the Development Area and therefore remove future undeveloped territories from the Development Area, in which case we will refund the Development Fees in an amount equal to the portion of the initial franchise fees paid for the undeveloped territories, but only if you are not in default or in violation of the Multi-Unit Development Agreement, the Franchise Agreement or any other agreement with us.

For each Studio to be opened during a Development Period, the Franchise Agreement is to be signed at the beginning of that period.

#### Range of Pre-Opening Amounts Received During Prior Fiscal Year

Except as described above, we did not reduce or waive any of the amounts disclosed in this Item during our 2023 fiscal year.

## ITEM 6 OTHER FEES

### Franchise Agreement

Column 1	Column 2	Column 3	Column 4
Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty Fee (Note 2)	7% of Gross Sales, subject to (i) the Minimum Monthly Royalty Fee and (ii) adjustment and an alternative fixed fee royalty structure	Monthly, within seven days after receiving invoice (or such other time as we	Gross Sales is defined in Note 3. No Royalty Fee will be charged for Gross Sales accrued during the first 90 days after the Studio opens for business to the general public (the “ <b>Business Opening Date</b> ”). If applicable laws or regulations prohibit a percentage-based

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
		may prescribe)	royalty, then we may increase the royalty rate or, at our election, charge you a fixed fee royalty that we specify.
Brand Fund Contribution	2% of Gross Sales	Monthly, within seven days after receiving invoice (or such other time as we may prescribe)	You will be required to make monthly contributions to the brand fund. Gross Sales is defined in Note 3. No Brand Fund Contribution will be charged for Gross Sales accrued during the first 90 days after the Studio's Business Opening Date.
Cooperative Advertising Programs (Note 4)	2% of Gross Sales credited against your local advertising fees, unless increased by a vote of the percentage of Restore Studios operating in your defined Advertising Coverage Area that is required by the cooperative's bylaws	As Cooperative Advertising Program directs	No Cooperative Advertising Program yet exists for any Restore Studios as of this Disclosure Document's issuance date. Cooperative Advertising Program spend, if and when required, will offset against local advertising requirement. See Item 11 for a detailed discussion about Cooperative Advertising Programs.
Monthly Technology Service Fee (Note 5)	Currently, \$600 per month	Monthly, within seven days after receiving invoice	Mandatory fee for providing you access to our approved computerized point of sale cash collection system ("POS System") and other technology tools.
Marketing Creative Services Fee (Note 5)	Standard fee, currently \$75 per hour	As incurred	At your request, we will provide you with marketing design services for an hourly fee.
Credit Card Processing Fee	Currently, 2.7% per credit card transaction	As incurred	You will pay us a credit card processing fee in the amount of 2.7% of each credit card transaction with a customer, a portion of which we will pay our designated payment processor for the customer payments generated by your Studio. If a customer disputes a payment charged by your Studio, we will withhold the disputed payment amount plus the Credit Card

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
			Processing Fee from your Stripe account until the dispute is resolved, at which time we will transfer the withheld payment plus the Credit Card Processing Fee to your Stripe account if the dispute is resolved in your favor.
Equipment, Furnishings, Fixtures, Materials and Supplies	Varies	When billed	You will buy certain equipment, furnishings, fixtures, materials, and supplies from us, our affiliates, designated and approved vendors whose items meet our standards and specifications, and/or other suppliers in the industry (See Item 8).
Inspection and Testing for Unapproved Suppliers, Products or Equipment	Cost of inspection, if applicable, and cost of test.	As incurred	This covers our costs and expenses (including the salaries and travel and other related expenses of our employees) for evaluating and testing new products or inspecting new suppliers you propose.
Audit Costs	Cost of audit charges	As incurred	Payable if you fail to submit required reports or if an audit reveals an understatement of 5% or more of Gross Sales.
Administrative Fee	Our then-current fee for each non-monetary default, currently \$1,000 for each default that occurs.	Immediately after notice from us.	In addition to our right to terminate the Franchise Agreement, if you breach certain provisions of the Franchise Agreement, and you fail to cure the default during the cure period provided, you must pay us an Administrative Fee to offset our administrative costs incurred to address your default.
Mystery Shopper Fee	Up to \$300 per mystery shop	As incurred	This covers our costs and expenses for evaluating the quality of the services your Studio provides, including our third-party costs and reimbursement for the services performed.
Additional Training	Varies depending on the circumstances, although not currently charged	As incurred	We currently do not charge a fee for additional training that we require or that you request from us, but we may in the future charge a fee for additional training upon reasonable notice to you.



<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Replacement Training	\$750 for General Manager (3-day training); \$1,600 for Lead Nurse:(4-day training); \$750 for Lead Esthetician (3-day training)	As incurred	Payable for Launch Training provided to any replacement or successor Operator, General Manager, Lead Nurse, Lead Esthetician, or other management personnel as we may require.
Meetings and Conferences and Annual Franchise Convention	Our then-current fee	As incurred	We reserve the right to charge a fee for attending periodic meetings and conferences and our annual franchise convention (currently referred to as “StoreRE”).
Interest	The lesser of 18% per annum, or the highest rate then permitted by applicable state law	When amount becomes past due	Payable if any amount is not received when due.
Commercial Surety Bond	Will vary under the circumstances	As incurred	Unless we agree otherwise in writing, you must obtain a commercial surety bond for your Studio and if you fail to do so, we may obtain the bond at your expense.
Insurance	Will vary under the circumstances	As incurred	If you fail to obtain the required insurance coverage for your Studio, we may obtain the coverage at your expense.
Relocation Fee	Then-current fee, currently \$10,000	As incurred	Payable upon demand if we approve you to relocate your Studio.
Transfer Fee	Then-current fee, currently \$1,000 (for a transfer of a non-controlling interest in you or your franchised business); and \$10,000 (for a transfer of a controlling interest in you or your franchised business)	As incurred	Payable if you sell, transfer, or assign your franchise.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Renewal Fee	15% of the then-current initial franchise fee.	As incurred	Payable within seven days after execution if you renew your Franchise Agreement.
Management Fee	10% of the Gross Sales (subject to a monthly minimum fee of \$5,000)	As incurred upon demand	Due when we (or a third party we designate) manage the Studio after Operator and/or General Manager cease to serve in that capacity, you abandon the Studio, you fail to comply with the Franchise Agreement and do not timely cure, or the Franchise Agreement is terminated and we are deciding whether to exercise our option to purchase.
Remedial Expenses	The costs and expenses we incur to correct operational deficiencies or compliance violations	As incurred upon demand	Payable if we correct deficiencies that we have identified during an inspection of your Studio that you failed to correct within a reasonable time after notice from us.
Indemnification	Will vary under the circumstances	As incurred	You must reimburse us if we incur any expense, including attorneys' fees and other costs, or if we are held liable for claims, resulting from your Studio's operations.
Costs and Attorney's Fees	Will vary under the circumstances	As incurred	You must pay our costs and attorney's fees if we are successful in bringing an action against you arising out of, or related to the franchise Agreement, including, an action to collect amounts owed to us.

#### NOTES:

##### Note 1. Type of Fee.

All fees are non-refundable, uniformly imposed (except that we may discount the Royalty Fee and Brand Fund Contribution for Restore Studio franchisees based on the circumstances), and are payable to us, unless otherwise noted.

##### Note 2. Royalty Fee.

The Royalty Fee is a mandatory, continuing monthly fee equal to 7% of your monthly Gross Sales (defined below), except that the amount of the Royalty Fee paid to us will be subject to a minimum

monthly royalty of \$3,500 beginning in the first month of your second year operating your Restore Studio (i.e., the 13<sup>th</sup> month after the Business Opening Date) (the “**Minimum Monthly Royalty Fee**”). Within seven days after the end of each month, you must pay us the greater of (i) the Minimum Monthly Royalty Fee and (ii) the Royalty Fee you owe us for the previous month.

If any applicable law prohibits or invalidates your payment of Royalty Fees based on Gross Sales, then we may either: (a) increase the royalty rate, as applied to the permissible portion of your Gross Sales that is not otherwise restricted or prohibited, to a rate/amount determined by us so that the net amount of the Royalty Fees paid to us are not less than the Royalty Fees we would have received had the federal, state, and/or local government agency, entity, law, rule and/or regulation not prohibited your payment of Royalty Fees based on Gross Sales related to a restricted activity; or (b) charge you a fixed fee royalty that we specify.

Note 3. Definition of Gross Sales.

“**Gross Sales**” means the Studio’s total revenues for all Authorized Services and all other revenue of every other kind and nature generated by the Studio, including all administrative services fees and revenues earned by the Studio under or pursuant to any administrative services agreements or other arrangements in place with any Authorized Care Provider in relation to Specialty Services, whether for cash, cash equivalents, or credit, and regardless of collection in the case of credit. Proceeds from the sale of coupons, gift cards, gift certificates and vouchers will not be included in Gross Sales when the coupons, gift cards, gift certificates and vouchers are sold. Rather, during the Reporting Period in which the coupons, gift cards, gift certificates and/or vouchers are redeemed, 80% of the retail prices of the Authorized Services purchased with the coupons, gift cards, gift certificates and/or vouchers will be included in the Gross Sales of the Studio that performs the Authorized Services, and 20% of the retail prices of the Authorized Services purchased with the coupons, gift cards, gift certificates and/or vouchers will be included in the Gross Sales of the Studio that sold the coupons, gift cards, gift certificates and/or vouchers being redeemed. Gross Sales also includes the proceeds of any business interruption insurance applicable to the Studio. Gross Sales will expressly exclude the following: tips and gratuities, sums collected and actually paid by you for any sales or other excise tax imposed by any duly constituted government authority. In the case of promotional discounts established by us and implemented by you at the Studio, the amount actually paid by the guest after the discount, rather than the original amount, will be considered for purposes of calculating Gross Sales. “**Reporting Period**” means each monthly period ending on the last day of each calendar month, or any other period that we may specify on at least thirty 30 days’ prior notice. We reserve the right to modify the composition of Gross Sales and/or the treatment of revenue or other proceeds generated from Authorized Services in all respects and for all purposes at any time in our sole discretion.

Note 4. Advertising Cooperative Programs.

Members of the Cooperative Program will include Restore Studios that we or our affiliates own and/or manage that are located within the Advertising Coverage Area. Each Restore Studio operating in the Advertising Coverage Area, including those that we or our affiliates own and/or manage will have one vote. No Cooperative Program yet exists for the franchise network.

#### Note 5. Mandatory and Optional Services Provided by Us.

Your Studio must obtain and purchase all of the mandatory services related to the development or operation of your Studio that we provide, and you may elect to accept and participate in some or all of the optional services we provide to franchised Restore Studios. You will pay all fees and charges for these mandatory services and any optional services in which you participate. The current mandatory and optional services provided by us and our affiliates and related fees and charges are set forth in the table in this Item 6. We have the right periodically to do any of the following: (i) modify the nature and character of these services and increase or revise related mandatory or optional fees and charges; (ii) add new mandatory or optional services or discontinue existing services; and (iii) designate any services as mandatory or optional. Fees and charges for mandatory and optional services will be determined on the same basis for all franchised Restore Studios that are participating in the service and may include: (a) overhead costs allocable to providing the service, including compensation of personnel directly involved in providing the services; (b) recovery of development costs for the service; (c) costs of tangible and intangible property employed in providing the service; and (d) costs of operating, maintaining and upgrading the service.

#### **Multi-Unit Development Agreement**

If you sign a Multi-Unit Development Agreement, you should review both the above table of fees applicable to Franchise Agreements, as well as the following table of fees applicable to the MUDA:

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks (See Note 1)</b>
Additional Development Fees	Varies depending on number of Studios to be developed	Within seven days after the beginning of each Development Period.	See Item 5.
Transfer fee	Then-standard fee, currently \$1,000 (for a transfer of a non-controlling interest in you or your franchised business); and \$10,000 (for a transfer of a controlling interest in you or your franchised business)	Upon transferring the Multi-Unit Development Agreement	Payable if you transfer an interest in you or your franchised business to an affiliate or third party

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks (See Note 1)</b>
Attorneys' fees and other costs	Will vary under circumstances	As incurred	Payable if we prevail in any legal dispute against you or in connection with an indemnification.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expense, including attorneys' fees and other costs, or are held liable for claims arising out of (x) your breach of the Multi-Unit Development Agreement or (y) the development and operation of your Restore Studios.

Note 1: All fees are non-refundable, except that we may in limited circumstances adjust the Development Area and therefore remove future undeveloped territories from the Development Area, in which case we will refund the Development Fees in an amount equal to the portion of the initial franchise fees paid for the undeveloped territories, but only if you are not in default or in violation of the Multi-Unit Development Agreement, the Franchise Agreement or any other agreement with us. All fees will be uniformly imposed by and payable to us; however, the fees may be less for certain legacy Restore Studio franchisees with whom we have agreed to a lesser fee based on commitments to open additional Studios or other historical terms.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

#### Franchise Agreement

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Initial Franchise Fee (See Note 1)	\$44,500	Lump sum	Upon execution of FA	Restore
Architect Fees	\$15,000 - \$30,000	As required	As incurred	Non-Restore Parties

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Permitting Fees (See Note 2)	\$3,000 - \$10,000	As required	As incurred	Non-Restore Parties
Leasehold Improvements (See Note 3)	\$325,000 - \$600,000	As required	As incurred	Landlord and various third parties
Equipment (See Note 4)	\$239,674 - \$268,425	As required	As incurred	Hyper Supply and other designated suppliers
Frontage Sign	\$7,000 - \$15,000	Lump Sum	As incurred	Non-Restore Parties
Furnishings & Fixtures	\$13,000 - \$30,000	As required	As incurred	Non-Restore designated suppliers
Travel Costs for Launch Training (3-4 people)	\$6,000 - \$8,000	As required	As incurred	Non-Restore Parties
Grand Opening Marketing Expenses (See Note 5)	\$25,000	As required	As incurred	Non-Restore Parties
Three Months' Rent (See Note 6)	\$9,000 - \$44,000	As required	Per Landlord Requirements	Landlord
Security Deposit (See Note 6)	\$3,000 - \$16,000	As arranged	Per Landlord Requirements	Landlord
Materials and General Supplies	\$10,500 - \$15,000	As required	As incurred	Non-Restore designated suppliers
Technology System (See Note 7)	\$6,000 - \$16,000	Monthly	Two months prior to the Projected Opening Date	Restore and/or its affiliates
Medical and Esthetician Supplies	\$5,000 - \$10,000	As required	One month prior to the Projected Opening Date	Restore and/or its affiliates
Shipping & Handling Costs (See Note 11)	\$13,000 - \$27,000	As required	As incurred	Restore and/or its affiliates and various third parties
Professional Fees (See Note 8)	\$5,000 - \$10,000	As required	As incurred	Various third parties

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Commercial Surety Bond (See Note 9)	\$500-\$2,000	As required	Upon lease execution	Bond insurer and various third parties
Insurance Cost (See Note 10)	\$12,500 - \$19,000	As required	Upon lease execution	Insurers and various third parties
Additional Funds – Three months (See Note 12)	\$75,000 - \$100,000	As required	As incurred	Franchisee Employees & various third Parties
<b>TOTAL (See Note 13)</b>	<b>\$817,674 - \$1,289,925</b>			

Note 1. Initial Franchise Fee.

See Item 5.

Note 2. Permitting Fees.

Your permitting costs may be greater or less depending on whether you use nitrogen in the performance of the Authorized Services or other substances, materials or equipment that are regulated in the jurisdiction in which you operate your Studio. Permitting costs may vary based on your geographic location and the local real estate market.

Note 3. Leasehold Improvements.

These figures cover the estimated costs related to demolition construction, remodeling, repair, insulation, doors and hardware, partition walls, ceilings, flooring, painting, decoration acquisitions and installation of fixtures, leasehold improvements and other fixed assets, cabinets, plumbing, HVAC, electrical, fire and security systems, decorating, and similar costs for a 1,800 to 2,800 square foot leased premises in a geographical area that is not traditionally known as one of the more expensive metropolitan areas (e.g., New York, New York). The estimated costs for leasehold improvements for a leased premises in certain of those metropolitan areas may exceed the estimated cost depending on various factors such as the local real estate market, the total square footage of the leased premises, the general contractor you select, and rising construction costs. This disclosure is net of tenant upfit allowance, which we estimate will range from \$0 to \$300,000, depending on various factors, and would decrease the range for leasehold improvements disclosed in the table. You may either own or lease the premises for your Studio, but we expect most Restore Studio franchisees to lease their premises. Restore Studios are generally located in high-traffic retail shopping centers, preferably in the vicinity of a national grocery store or health club. Restore Studios range in size from approximately 1,600 to 4,800 square feet depending on the geographic location; however, in most instances, Restore Studios range in size from approximately 1,800 to

2,800 square feet. The cost of the required leasehold improvements will depend on the size of the premises, location, material costs, labor costs, amount the landlord is willing to assume, and other economic factors outside of our control. In a build-to-suit lease, the landlord may include some or all of the improvements, fixtures, equipment, and signs which may be factored into your overall lease payments. If you decide to purchase the land and build your Studio, we are unable to estimate the cost in this scenario. The cost of acquiring real estate, developing the site, and constructing the building for the Studio will vary significantly depending on the geographic location, the specific site, size of the building, and other economic factors outside of our control.

#### Note 4. Equipment.

This estimate includes the whole-body cryotherapy machine and red-light therapy equipment you must purchase from our affiliate, Hyper Supply, as well as the local cryotherapy machine, infrared sauna, hyperbaric oxygen chamber, oxygen concentrator, full-body compressions, Cryoskin devices and consumables, Hydrafacial devices and consumables, and InBody scanner you must purchase from other designated vendors. (See Items 5 and 8.) You must purchase your equipment when your Studio enters the permitting phase. Depending on the supplier's specific terms of payment and inventory levels, you may be charged a down payment or in full for equipment prior to delivery.

#### Note 5. Grand-Opening Marketing Expenses.

You are required to spend a minimum of \$25,000 on pre-opening and grand-opening advertising campaigns, which expenditures must commence during the period that is approximately three to five months before the Studio's Projected Opening Date and must conclude 45 days thereafter, including campaigns aimed at generating pre-opening membership sales.

#### Note 6. Three Months' Rent.

Retail rental rates across the United States are dependent in large part upon geographic location, the local real estate market, the size of the building, and other economic factors. This estimate of rental range is for a typical Studio of approximately 1,800 to 2,800 square feet in a geographical area that is not traditionally known as one of the more expensive metropolitan areas (e.g., New York, New York). The estimated monthly rental rate for an approximately 2,000 square foot Studio in New York, New York ranges from \$31,400 to \$37,100 per month. While you may either own or lease the premises for your Studio, we expect most Restore Studio franchisees to lease their premises. Restore Studios are generally located in high traffic retail shopping centers, preferably in the vicinity of a national grocery store or health club.

#### Note 7. Technology System.

You must purchase a Technology System (defined in Item 5) that meets our specifications, which hardware and software components we detail in Item 11. See Item 11 for more information on our required technology specifications for the Technology System. This estimate is for a Technology System for a Restore Studio of approximately 1,800 to 2,800 square feet. Depending on the square footage of your Studio, you may be required to purchase one or more additional components to complete the Technology System at your Studio to meet our System Standards.



#### Note 8. Professional Fees.

This estimate includes legal, tax and accounting fees you may incur while developing your Studio.

#### Note 9. Commercial Surety Bond.

Unless we agree otherwise, we require you to purchase and maintain a commercial surety bond from a surety bond provider guaranteeing the customer obligations and services of your Studio. The minimum surety bond amount is \$50,000. We estimate that the cost of your surety bond will be an annual charge of 1%-2% of your coverage amount. The specific cost of your surety bond will vary depending on the bond carrier's charges, the terms of payment, and your insurance history.

#### Note 10. Insurance.

We set certain minimum required insurance coverages (as further described in Item 8), but it is your sole responsibility to determine the appropriate and maximum insurance coverage for your Studio, including any coverage that may be required or recommended with respect to Specialty Services offered and sold by your Studio. The cost of your insurance coverage will vary depending on the insurance carrier's charges, the terms of payment, and your insurance history. You must also carry the insurance required by your landlord and applicable law. We may specify an insurance agency or insurer as the designated supplier for this service.

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

#### Note 11. Shipping and Handling.

These estimates reflect the costs for shipping and handling for your initial supplies of (i) equipment (including the whole-body cryotherapy machine, red light therapy equipment, local cryotherapy machine, infrared sauna, hyperbaric oxygen chamber, oxygen concentrator, full-body compressions, Cryoskin devices and consumables, Hydrafacial devices and consumables, and InBody scanner), (ii) furnishings and fixtures, (iii) materials and general supplies, and (iv) medical and esthetician supplies.

#### Note 12. Additional Funds.

This item estimates the initial start-up expenses (other than the items identified separately in the table) you will incur before you commence operations and during the initial period of operations. These expenses include post-opening employee payroll (but not any draw or salary for you); initial marketing expenditures for three months (not including your grand opening advertising expenditure); bookkeeping and payroll services for three months; installations; deposits; utility costs; incorporation fees; and any unforeseen incidental expenses related to facilities improvements. If you open multiple Studios under a Multi-Unit Development Agreement, the

additional funds necessary for your first Studio tend to be on the high end of the estimated range, while the additional funds required for subsequent Studios will tend to fall on the lower end of the estimated range. These figures are estimates based upon our experience in opening and operating Company-owned Studios and offering franchises for the operation of franchisee-owned Studios.

**Note 13. Total Estimated Initial Investment.**

The amounts provided in this table include costs you will incur to begin operating your business under the Franchise Agreement. Except as otherwise noted, none of these payments are refundable. These payments are only estimates. Your costs depend on your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. We relied on our experience in opening and operating Company-owned Studios and offering franchises for the operation of franchisee-owned Studios to compile these estimates.

You should review these figures carefully with a business advisor, accountant, or attorney before deciding to purchase a franchise. We do not offer any financing for your initial investment or any other items. The availability and terms of financing with third-party lenders will vary depending on factors such as the availability of financing generally, your creditworthiness and the policies of your lending institutions concerning the type of business to be operated.

If you purchase an existing Company-owned Studio, you may have to make a greater or smaller investment, depending on the circumstances, than the estimated initial investment for a new Studio shown above. The price and terms of payment for an existing Company-owned Studio will be determined by mutual agreement.

**Multi-Unit Development Agreement**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Development Fee (See Note 1)	\$126,000 – \$400,000	Lump sum	Upon signing the Multi-Unit Development Agreement	Restore Only
Additional Funds – Three Months (See Note 2)	\$75,000 – \$100,000	As incurred	As incurred	Various third parties
Total Initial Investment of a Single Restore Studio (Excluding Initial Franchise Fee for first Restore Studio- See Note 3)	\$773,174 – \$1,245,425	<i>See table above.</i>		
<b>TOTAL ESTIMATED INITIAL INVESTMENT (See Note 4)</b>	\$974,174 – \$1,745,425			

#### Note 1. Development Fee.

If you sign a Multi-Unit Development Agreement, the Development Fee will vary significantly depending upon the number of Studios you are required to develop (See Item 5). You will be required to pay us the Development Fee in one or more installments. The initial Development Fee is equal to (x) the sum of the full initial franchise fees for the Restore Studios to be developed during the first Development Period and (y) 50% of the initial franchise fees for the remaining Restore Studios to be developed under the Development Schedule. However, if we grant you the right to develop 20 or more Restore Studios, you must pay us a Development Fee equal to the full initial franchise fees for all Restore Studios you agree to develop under the Development Schedule within seven calendar days after signing the Multi-Unit Development Agreement. The Development Fee included in the table assumes the development of three Studios on the low end and 20 Studios on the high end.

#### Note 2. Additional Funds – Three Months.

This amount covers the costs needed to begin looking for sites in the Development Area and preparing a business plan, and related expenses, during the initial three months after signing the Multi-Unit Development Agreement. You will need funds for working capital, in an estimated amount of \$75,000 to \$100,000 to pursue your development obligations.

There is no additional investment for training, real property, equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, decorating costs, inventory, security deposits, utility deposits, business licenses or other prepaid expenses required under the Multi-Unit Development Agreement. However, you will incur costs for these items, and other expenses associated with developing and operating a Restore Studio, under the Franchise Agreement. We cannot assure you that you will not have additional expenses in starting your Studio.

#### Note 3. Total Initial Investment of Single Restore Studio.

For more information, please see the Estimated Initial Investment table for the Franchise Agreement above. An initial investment will be required for each Restore Studio you open. Our current estimate of the range of this initial investment is described in this Item 7. The Development Fee includes the initial franchise fee for the first Restore Studio you open under the Multi-Unit Development Agreement. The initial franchise fee for each Restore Studio developed under the Multi-Unit Development Agreement will be in the amounts provided in Item 5, and you will be responsible for paying each initial franchise fee at the times described in Note 1 above. When you sign the Franchise Agreement for a new Studio, we will apply all or a portion of the Development Fee, as applicable, against the initial franchise fee payable under each Franchise Agreement, and you will pay the remaining balance of the initial franchise fee upon execution, if any.

#### Note 4. Total Estimated Initial Investment.

These figures are estimates based upon our experience in opening and operating Company-owned Studios and offering franchises for the operation of franchisee-owned Restore Studios. Although Development Fees are generally not refundable, we may in limited circumstances adjust the Development Area and therefore remove future undeveloped territories from the Development Area, in which case we will (a) provide you with notice as soon as reasonably practicable and (b)

issue you a refund of the Development Fees equal to the portion of the initial franchise fees you paid for the undeveloped territory removed from the Development Area, but only if you are not in default or in violation of the Multi-Unit Development Agreement, the Franchise Agreement or any other agreement with us. None of the other payments are refundable.

## **ITEM 8**

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

You must operate your Studio in strict compliance with the System Standards we prescribe for development and operation of a Restore Studio, all of which may change. The System Standards may regulate, among other things, (i) the delivery of Authorized Services at your Studio; (ii) the types, models, and brands of required furniture, fixtures, signs, and equipment (including components of and required software licenses for the Technology System for the Studio (collectively, “**Operating Assets**”)); (iii) required, authorized, and unauthorized services and products for the Studio; and (iv) designated and approved suppliers of items and services. You must buy or lease all Operating Assets and other products and services for the Studio only according to our System Standards and, if we require, only from suppliers we designate or approve (which may include or be limited to us, our affiliates, and/or other restricted sources). You must maintain a sufficient supply of required supplies and products to meet the inventory standards we prescribe in the System Standards (or to meet reasonably anticipated customer demand for the Authorized Services, if we have not prescribed specific standards).

Our System Standards, which are included in our operations manual (the “**Manual**”) and other communications we may provide to you, establish our system-wide requirements and best practices related to quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service to the Restore Hyper Wellness network as a whole. We may, at any time, change, delete, add to, or modify any of our System Standards. These changes, deletions, additions, or modifications may require you to incur additional expenses and costs. We will notify you in advance of any changes to our System Standards or approved suppliers or service providers.

Currently, Hyper Supply and other third-party suppliers that we designate or approve are the only approved suppliers for all or the majority of the Operating Assets, including the red light therapy equipment, whole-body cryotherapy machine, local cryotherapy machine, infrared sauna, hyperbaric oxygen chamber, oxygen concentrator, full-body compressions, Cryoskin devices and consumables, Hydrafacial devices and consumables, and InBody scanner, as well as all furnishings, fixtures, signage, medical and esthetician supplies, and certain other materials and supplies used in connection with furnishing, decorating and operating the Restore Studio and performing the Authorized Services.

Currently, Boston Heart Diagnostics Corp., Quest Diagnostics, Inc., and Sonora Quest Labs, LLC are the only clinical laboratories your Studio may contract with for testing related to performance medicine services.

### Technology System.

You must obtain, maintain, use and upgrade the required Technology System in the operation of your Studio, including specific components of the Technology System that we specify from one or more designated suppliers. We require you to use our proprietary POS System to process all customer payments generated by your Studio.

You must set up a merchant account with the designated supplier of the Technology System in order to receive payments from us. We will be the administrator of the funds moving through the POS System.

You must purchase any software from our designated vendors and execute any software license agreements that we or the licensor of the software require, including any related software maintenance agreements. We may require you to maintain service support contracts and/or maintenance service contracts and to periodically update, upgrade or replace, at your sole expense, the Technology System as we may require in our sole discretion without limitation. (See Item 11 for additional information regarding Technology System requirements.) We currently do not require you to maintain any service support contracts and/or maintenance service contracts.

### Authorized Care Providers.

You will be required to contract with an Authorized Care Provider so that you can facilitate customers' access to, and the performance of, the Specialty Services (as further described in Item 16). You must use an Authorized Care Provider that satisfies the System Standards and is designated by us, unless we allow you to choose your own Authorized Care Provider to provide or supervise the Specialty Services.

Unless we agree otherwise, you must enter into an ASA in the form attached to this disclosure document as “**Exhibit J**” with the Authorized Care Provider we designate to provide them with exclusive space in your Restore Studio and administrative services for them to deliver the Specialty Services to customers on-site and/or from a remote location. If we agree in writing to allow you to choose your own Authorized Care Provider, you must enter into an ASA in a form approved by us that includes a full description of the arrangement and administrative services to be rendered to the Authorized Care Provider, as well as a compensation formula that complies with the CPOM rules in the applicable state and other Authorized Care Provider Regulations. We may (but are not obligated to) permit Restore Studio franchisees to directly employ a licensed individual to order, administer, or provide certain Specialty Services in jurisdictions where direct employment is permitted under applicable law and regulations. In those states where you are permitted, and we agree in writing to allow you, to directly employ a licensed individual to order, administer, or provide certain Specialty Services, the compensation formula under the ASA with our designated Authorized Care Provider can be adjusted to reflect the costs incurred for any licensed individuals employed directly by you. Although we provide the form of the ASA you must enter into with the Authorized Care Provider we designate, you must directly hire your own attorney to independently evaluate, review, and ensure that your ASA and its terms comply with all applicable laws, rules and regulations, including Authorized Care Provider Regulations. Your failure to comply with applicable state CPOM laws or other Authorized Care Provider Regulations may lead to the unauthorized practice of medicine or other violations by you, your Restore Studio or the

Authorized Care Provider, and will give us the right to terminate the Franchise Agreement and any other agreements between you and us. You are solely responsible for determining and complying with all applicable provisions of such laws with respect to your businesses, operations, locations, and employees, and you are encouraged to seek guidance from legal counsel regarding these matters.

You may not direct or control the performance of Specialty Services or the professional's independent medical judgement regardless of whether your state has applicable CPOM rules or Authorized Care Provider Regulations. All payments for Specialty Services should be made directly to the Authorized Care Provider, and the Authorized Care Provider should retain sole discretion regarding establishment of professional fees and modification or waiver thereof in an individual case.

#### Development of Studio.

We must accept the site for your Studio, and the site must meet our then-current site selection criteria. We will make available to you our standard site selection criteria. Neither our acceptance of the premises nor any information communicated to you regarding our standard site selection criteria for Restore Studios or the specific location of the premises will constitute a warranty or representation of any kind, express or implied, as to the suitability of the site for a Restore Studio. You are solely responsible for determining the suitability of the site. Our acceptance of the proposed site merely signifies that we are willing to grant a franchise to you for a Restore Studio at the site. Once we accept your proposed site, you may not relocate your Studio without first obtaining our written consent.

At our option, we may require you to use a designated master broker in connection with identifying the site for your Studio. If you lease the site for your Studio, you are required to have the landlord sign the Lease Addendum attached to the Franchise Agreement as Exhibit E. Under the Lease Addendum, we will have the right, but not the obligation, to take possession of your Studio premises if you commit a default under your lease, your lease is terminated, your Franchise Agreement is terminated, or your Franchise Agreement is not renewed.

You are obligated, at your expense, to have an architect who meets our System Standards prepare all required construction plans based on our prototype designs for Restore Studios. You are required to use our designated provider of construction management services (which may be us or any one of our affiliates) in connection with the construction and build-out of your Studio.

#### Commercial Surety Bond.

Unless we agree otherwise, you must obtain and maintain the commercial surety bond at your own expense. We may designate a surety bond provider as a designated supplier for commercial surety bond policies. Subject to the minimum required policies we specify, you are solely responsible for determining the amount of the surety bond needed to meet the customer obligations and related services of your Restore Studio.

## Insurance.

You must obtain and maintain, at your own expense, the insurance coverage we require, and you must meet the other insurance-related obligations set forth in the Franchise Agreement and the Manual. We may amend the insurance requirements or add additional coverage requirements at any time upon notice to you. The insurance policy or policies must be written by a reputable carrier with an AM Best rating of "A-," and name us (or our designated affiliate) as an additional insured. The insurance policy or policies must consist at a minimum (except as additional coverage and higher policy limits may reasonably be specified by us), of the following: (a) commercial general liability insurance (\$1 million per occurrence, \$2 million aggregate); (b) products-completed operations insurance (\$1 million per occurrence, \$2 million aggregate); (c) personal injury and advertising injury insurance (\$1 million per occurrence, \$2 million aggregate); (d) damage to premise rented (\$50,000 per each premises); (e) hired and non-owned auto liability insurance (\$1 million per occurrence, \$1 million aggregate); (f) professional liability insurance (\$1 million per occurrence, \$3 million aggregate); (g) medical expense insurance (\$2,000 per person, \$2 million aggregate); (h) business personal property insurance (greater of \$50,000 or replacement value); (i) business interruption coverage (actual loss sustained basis, minimum period of six months); (j) workers compensation (statutory amounts); (k) employers' liability insurance (\$1 million per occurrence, \$1 million aggregate); and (l) those other insurance policies as we may determine.

We may designate an insurance agency or insurer as a designated supplier for certain types of insurance policies. Subject to the minimum required policies we specify, you are solely responsible for determining the types and amount of insurance you will need to operate your Restore Studio. You must provide us upon our request, or at such times that we specify, with evidence that you meet the minimum insurance requirements.

## Operating Assets.

You must purchase or lease only the types, brands and models of fixtures, furniture, equipment, signs and supplies that we authorize or otherwise deem as meeting our System Standards and specifications (including our standards and specifications for quality, design, warranties, appearance, function and performance that we prescribe) for Restore Studios. You must purchase or lease these items only from us, our affiliate or our designated or approved suppliers. We may periodically modify the list of approved brands and/or suppliers at our sole discretion. After notice of the modification, you may not reorder any brand or reorder from any supplier which is no longer approved.

Where we have designated an exclusive supplier for certain equipment, furnishings, fixtures, signs or supplies that are required in the operation of the Studio, you must acquire that equipment, furnishing, fixtures, signs or supplies only from the designated supplier. If you purchase an existing, operating Restore Studio from us or a Restore franchisee, we may waive some or all of the purchase restrictions as part of the Studio's acquisition.

If you propose to purchase from an alternative supplier any item that we have not designated to be purchased exclusively from one of our designated suppliers, you and the proposed supplier must submit to us all information that we request in order to determine whether to approve the proposed supplier. Requests to approve suppliers of goods and services of a clinical nature related to

Specialty Services may, to the extent required under applicable laws, require the approval or recommendation of the Studio's Authorized Care Provider. We will, in consultation with our clinical advisors as necessary, have the right to approve or disapprove any supplier at our sole discretion, and we may also approve a supplier conditionally. In evaluating any supplier you propose, we may, subject to restrictions and conditions to protect confidential information, disclose to the proposed supplier applicable standards, specifications and procedures for the item in sufficient detail to enable the proposed supplier to demonstrate its capacity and capabilities to supply the items according to our requirements. Within 30 days after we receive all requested information, we will communicate to you in writing our decision to approve or disapprove your proposed alternative supplier. We will evaluate proposed alternative suppliers on their ability to comply with applicable standards, specifications, processes, and procedures, and we will only approve those proposed alternative suppliers that meet our high standards. We may disapprove or revoke our approval of any supplier who we previously approved, and you may not, after receipt of notice of disapproval, reorder from any supplier we have disapproved.

We may prescribe procedures for the submission of requests for approval and impose obligations on alternative approved suppliers, which will be incorporated in a written agreement with the supplier. We may obtain from you and/or the alternative approved suppliers reimbursement of our reasonable costs and expenses incurred in connection with the approval process and on-going monitoring of the supplier's compliance with its requirements, but we will not profit from the sale of items to you from an alternative approved supplier. We do not act as agent, representative or in any other intermediary or fiduciary capacity for you in your relationship with any alternative approved suppliers. We may impose limits on the number of alternative approved suppliers for you and the system. We have the right to monitor the quality of services provided by alternative approved suppliers in a manner we deem appropriate and may terminate any alternative approved supplier who does not meet our then-current quality standards and specifications that may be in effect, which we may modify at our sole discretion or in response to changes in applicable law.

#### Revenues and Payments from Required Purchases.

We or our affiliates may derive revenue and other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all Restore Studio franchisees. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other Restore Studio franchisees' actual or prospective dealings with them, for general working capital purposes, without restriction for any purposes we or our affiliates deem appropriate.

During the fiscal year ended December 31, 2023, we did not earn any revenue from required purchases and leases by Restore Studio franchisees.

During the fiscal year ended December 31, 2023, Hyper Supply earned \$27,017,315 in revenue from required purchases made by Restore Studio franchisees. In addition, Hyper Supply has arrangements with certain suppliers to receive rebates as a result of required purchases by Restore Studio franchisees from these suppliers and earned \$176,284 from rebates during the fiscal year ended December 31, 2023.



### Proportion of Purchases Subject to Specifications.

Collectively, the purchases and leases described above are 35%-50% of your overall purchases and leases in establishing a Studio, and 15%-25% of your overall purchases and leases in operating a Studio.

### Cooperatives and Purchase Arrangements.

We are involved in distribution cooperatives for medical supplies and are negotiating a distribution cooperative agreement for esthetician supplies. We therefore negotiate purchase arrangements with suppliers, including price terms, for the benefit of Restore Studio franchisees.

### Material Benefits.

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

### General.

Except as described above, neither we nor any of our Affiliates derives revenues or other material consideration from your purchases from other suppliers.

One or more of our officers owns an interest in ACV, which in turn wholly owns Hyper Supply, which acts as a supplier to Restore Studio franchisees. Otherwise, none of our officers has an interest in any supplier.

## **ITEM 9 FRANCHISEE'S OBLIGATIONS**

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

<b>OBLIGATION</b>	<b>SECTION IN THE FRANCHISE AGREEMENT ("FA") AND MULTI-UNIT DEVELOPMENT AGREEMENT ("MUDA")</b>	<b>ITEMS IN DISCLOSURE DOCUMENT</b>
(a) Site selection and acquisition/lease	Section 4 of FA; Sections 2(a) and 2(b) of MUDA	Item 11
(b) Pre-opening purchases/leases	Sections 7 and 8 of FA	Items 6, 7 and 8
(c) Site development and other pre-opening requirements	Sections 4, 5, 6, 7, 8, 9 and 11 of FA	Item 11
(d) Initial and ongoing training	Section 5 of FA	Items 5, 6, 7 and 11

<b>OBLIGATION</b>	<b>SECTION IN THE FRANCHISE AGREEMENT (“FA”) AND MULTI-UNIT DEVELOPMENT AGREEMENT (“MUDA”)</b>	<b>ITEMS IN DISCLOSURE DOCUMENT</b>
(e) Opening	Section 4(f) of FA	Items 5, 7 and 11
(f) Fees	Section 3 of FA; Section 1(a) and Exhibit A of MUDA	Items 5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	Sections 6(d) and 6(e) of FA	Items 8, 11 and 14
(h) Trademarks and proprietary information	Section 14 of FA; Section 5 of MUDA	Items 13 and 14
(i) Restrictions on products/services offered	Sections 6(a) and 6(c) of FA	Items 8 and 16
(j) Warranty and customer service requirements	N/A	N/A
(k) Territorial development and sales quotas	Section 4(b) of FA; Section 1 of MUDA	Item 12
(l) Ongoing product/service purchases	Section 7 of FA	Item 8
(m) Maintenance and appearance requirements	Sections 6(e)-(g) of FA	Item 11
(n) Insurance	Section 13 of FA	Item 7
(o) Advertising/Marketing	Section 9 of FA	Items 6, 7 and 11
(p) Indemnification	Sections 14(f) and 20 of FA; 4(b) of MUDA	None
(q) Owner’s participation/management/staffing	Section 11 of FA	Item 15
(r) Records/reports	Section 12 of FA; Section 3.05 of MUDA	Item 6
(s) Inspections/audits	Section 12 of FA	Item 11
(t) Transfer	Section 15 of FA; Section 6 of MUDA	Item 17
(u) Renewal	Section 2(b) of FA	Item 17

<b>OBLIGATION</b>	<b>SECTION IN THE FRANCHISE AGREEMENT (“FA”) AND MULTI-UNIT DEVELOPMENT AGREEMENT (“MUDA”)</b>	<b>ITEMS IN DISCLOSURE DOCUMENT</b>
(v) Post-termination obligations	Sections 16 and 18 of FA; Section 8 of MUDA	Item 17
(w) Non-competition covenants	Section 16 of FA; Sections 5 and 8 of MUDA	Item 17
(x) Dispute resolution	Section 22 of FA; Section 9 of MUDA	Item 17
(y) Guarantee	Section 10(b), Exhibit F of FA; Section 3(b) and Exhibit C of MUDA	Item 15
(z) Commercial Surety Bond	Section 13 of FA	Items 7 and 8

## **ITEM 10 FINANCING**

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

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

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

### **Pre-Opening Obligations**

We will provide the following pre-opening assistance:

1. We will determine the Development Area within which you will select sites for Restore Studios and provide you with general guidance in selecting sites. We will make available to you our standard site selection criteria. (Multi-Unit Development Agreement, Section 2). Sites are subject to our approval and must meet our then-current site selection criteria. We describe our site selection process and your obligations below.
2. You must identify and obtain our approval of a site within three months after signing the Franchise Agreement. You will complete and submit to us a standard site selection

application form for a proposed site. We will provide site selection assistance as we deem advisable or upon your request, including making our site selection guidelines and analytics and design specifications available to you. We may, but are not obligated to, conduct an initial site selection visit; provided, we will not conduct an on-site evaluation for any proposed site prior to the receipt of the completed site application. We will have 30 days after receipt of the complete site selection application form to accept or reject your proposed site. (Franchise Agreement, Section 4(a)-(b)). If we reject the proposed site, you must promptly submit another site selection application form for a proposed site. We will not unreasonably withhold our acceptance of a site that meets our then-current criteria for demographic characteristics; access, traffic patterns; parking; visibility; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. You may be eligible to receive a refund of 50% (less any costs or expenses incurred by us for administration or training of you and your employees/managers) of your initial franchise fee if the following conditions are met: (i) we and you cannot agree upon a location for the Studio within three months after the date we sign the Franchise Agreement, (ii) we terminate your Franchise Agreement (at our option), and (iii) you sign and submit to us a release of claims in a form we prescribe. We generally do not own sites and lease them to Restore Studio franchisees, lease sites and sublease them to Restore Studio franchisees, or select sites for Restore Studio franchisees.

3. We will furnish prototypical plans and specifications for a Restore Studio, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, and color scheme. You must prepare all required architectural, engineering, and design plans to suit the shape and dimensions of the Premises, and you must ensure that these plans and specifications comply with applicable ordinances, building codes, regulatory licensing and permit requirements, and with lease requirements and restrictions. You must submit your plan to us, and upon our request, submit all revised or "as-built" plans during the course of construction. During the development and operation of your Studio, you must use only the fixtures, furnishings (including décor), inventory, supplies, materials, equipment and signs that comply with the System Standards, and/or that you purchase from suppliers that we authorize or approve (which currently includes the requirement that you purchase certain of these items from us or our affiliates (as described in Item 6 and Item 8)). We may deliver and/or install some or all of these items. (Franchise Agreement, Section 4(d)).
4. We will provide construction-management support services in connection with the development of your Studio. (Franchise Agreement, Section 4(d)(4)).
5. We provide Launch Training to the Operator, General Manager, Lead Nurse, and Lead Esthetician (Franchise Agreement, Section 5(a)), including, training related to pre-opening membership program sales. However, you will be responsible for all compensation and expenses (e.g., travel, meals, and lodging) incurred in connection with any training programs. Launch Training is described in detail later in this Item.
6. In connection with starting the business at the Studio, we may elect (but are not obligated) to provide an opening team to provide on-site training. Although we do not currently

provide on-site training, if we exercise this right in the future, we will determine the number and experience level of the opening team and the training days necessary to support the opening for the Studio based on the experience and training of the existing personnel at the Studio. (Franchise Agreement, Section 5(b)).

7. We will provide you with access to the Manual, the current table of contents of which is Exhibit F, and other proprietary online resources that we may develop. As of the date of this Disclosure Document, the Manual contain approximately 57 pages. (Franchise Agreement, Section 6(d)).
8. We will provide you with information regarding approved, required and preferred products, suppliers, Operating Assets, and the Services. (Franchise Agreement, Section 7 and Section 8).
9. In connection with pre-opening and grand opening of your Studio, we will assist you in planning certain pre-opening activities, including pre-sale membership sales and grand opening advertising for your Studio. However, you will be responsible for the costs incurred in connection with conducting the pre-sale membership activities and grand-opening advertising for your Studio. We will review and approve or reject your grand opening advertising campaign. (Franchise Agreement, Section 4(e) and Section 9(f)).

### **Post-Opening Assistance**

During the operation of your Studio, we will perform the following services:

1. We may provide you and/or your employees with additional mandatory training programs. You are responsible for all fees related to additional training that we require or you request. (Franchise Agreement, Section 5(c)).
2. We may hold mandatory or optional meetings and conferences. (Franchise Agreement, Section 5(d)).
3. We may periodically update the System Standards and Manual. (Franchise Agreement, Section 6(d)).
4. We maintain and administer directly or through our affiliate the general marketing and development fund (the “**Brand Fund**”) as described below in this Item. (Franchise Agreement, Section 9(a)).
5. At your request, we will manage certain marketing activities, including digital marketing. (Franchise Agreement, Section 9(d)).
6. We maintain and administer gift-card, loyalty and/or membership programs (Franchise Agreement, Section 9(g)).
7. We will manage and/or sublicense software programs that we designate to be used in the operation of your Studio, including POS System software, software to manage

memberships, reservations, customer information and customer relations, (Franchise Agreement, Section 8(b)).

8. We may conduct inspections and audits, and if conducted, may provide you with performance assessments and advise you of the corrective actions that you must take in connection with any failed key performance indicators (Franchise Agreement, Section 12(b)).
9. We will review and approve or reject alternative suppliers and products that you may propose according to our then-current System Standards (Franchise Agreement, Section 7(b)).
10. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for services and products. (Franchise Agreement, Section 6(n)).
11. We may provide any optional services listed in Exhibit D of the Franchise Agreement that you may request.

### **Time to Opening**

We estimate it will take you between 6-9 months to open your Studio from the date you sign a lease agreement for your franchise business. However, these time estimates may vary depending on numerous factors specific to you and your Studio, including your location, construction schedules, financing and licensing and permitting that you may be required to obtain under applicable law in the jurisdiction where your Studio is located, including requirements under any Authorized Care Provider Regulations. You must open the Studio by the Projected Opening Date that you and we mutually agree to and specify in the Franchise Agreement, which will be within the time frame noted above. If the parties do not execute Exhibit B to the Franchise Agreement for any reason, then the Projected Opening Date will be the date that is 365 calendar days after the effective date of the Franchise Agreement (Franchise Agreement, Section 4(b) and Section 4(f)).

### **Advertising**

Our Advertising. If we conduct media advertising, we may use direct mail, print, radio, Internet, or television (which may be national, regional, or local in scope). We may produce the marketing materials in-house or employ a local, regional, or national advertising agency. We are not obligated to spend any amount on any advertising or marketing programs within your market. You must participate in all advertising and sales promotion programs that we may authorize or develop for your Studio.

Brand Fund. We together with our affiliates have established and are administering a Brand Fund to promote Restore Studios on a system-wide basis. You must pay a monthly Brand Fund contribution in an amount equal to 2% of Gross Sales. All Company-owned Studios will contribute to the Brand Fund on the same basis as you do. We reserve the right to defer or reduce contributions of any or all Restore Studio franchisees and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund.

The Brand Fund is maintained and administered as follows:

- (1) The Brand Fund is intended to maximize the goodwill and public image of the Brand system-wide and will be administered for the creation and development of marketing, advertising, brand positioning (and repositioning) and related research and design programs, campaigns, and materials. We will direct all initiatives related to the positioning of the brand using the Brand Fund, including (i) advertising and marketing programs (e.g., research methods, branding, creative concepts and materials, sponsorships, and endorsements); (ii) selection of geographic and media markets; and (iii) media placement and the allocation. We may use the Brand Fund to pay the costs of research and development, agency of record services, market research (e.g., customer engagement with the brand, including Studio design and décor, uniform design, customer service techniques, customer research and focus groups), creation and production of video, audio, electronic, and written advertising and marketing programs; administration of regional, multi-regional, and national advertising and marketing programs and sponsorships, customer research and surveys, and testing and related development activities; promotional events; purchasing and participating in online, social media, radio, television, and billboard advertising and programming; employing marketing, advertising and promotional agencies to assist therewith; conducting community relations activities; and supporting public relations, maintenance of Restore Hyper Wellness websites and online presence; and other advertising, marketing, and promotional activities as Franchisor determines are appropriate for the Restore Studios and the Marks and Restore Hyper Wellness network. The Brand Fund will furnish you with samples of advertising, marketing formats, promotional formats, and other materials at no additional cost when we deem appropriate. Duplicate copies of these materials will be furnished to you at your sole cost, in addition to any related shipping, handling, and storage charges. (Franchise Agreement, Section 9(a)). The “**Marks**” means the Restore Hyper Wellness trademarks and service marks and those other registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, emblems, and other indicia of origin we periodically designate in writing for use in connection with the marketing and advertising of the System and Authorized Services.
- (2) The Brand Fund is accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for those reasonable salaries, administrative costs, travel expenses, and overhead as we may incur in activities related to the administration of the Brand Fund and related programs, including collecting and accounting for contributions to the Brand Fund. We do not act as trustee with respect to the Brand Fund and have no fiduciary duty to you (or your affiliates), your owners, or any other Restore Studio franchisees with regard to the operation or administration of the Brand Fund. We may spend, on behalf of the Brand Fund, in any fiscal year an amount that is greater or less than the aggregate contribution of all Studios to the Brand Fund in that year, and the Brand Fund may borrow from us or third parties to cover deficits or may invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended.

We will, upon your written request (but no more than once annually), provide a copy of the unaudited annual statement of monies collected and costs incurred by the Brand Fund. We will have the right to cause the Brand Fund to be incorporated or operated through a separate entity at the time as we deem appropriate, and the successor entity will have all of the rights and duties specified herein. (Franchise Agreement, Section 9(b)).

- (3) The Brand Fund is intended to maximize recognition of the Marks and patronage of Restore Studios generally. Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit the Restore Hyper Wellness network, we are not responsible for ensuring that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund Contributions made by Restore Studios operated in that geographic area. Additionally, we are not responsible for ensuring that your Studio or any other Restore Studio will benefit directly or in proportion to its Brand Fund Contribution. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you (or your affiliates) with respect to collecting amounts due and owing to the Brand Fund, or with respect to maintaining, directing or administering the Brand Fund. We reserve the right to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies accrued as of the date of termination will be expended for its intended purposes as well as any administrative costs to terminate until all funds have been exhausted. (Franchise Agreement, Section 9(c)).
- (4) We do not use Brand Fund contributions principally to solicit new franchise sales.

The total Brand Fund expenditures during the 2023 fiscal year were as follows:

<b>Type of Expenditure</b>	<b>Percentage of Amount Spent</b>
Working Media	12%
Production	51%
Administrative Expenses	37%
Total	100%

60% of the salaries and wages of our personnel who are dedicated to marketing, advertising and administering activities related to the Brand Fund is included in production and the remaining 40% percent is included in administrative expenses. Approximately \$745,996 of the amount contributed to the Brand Fund by company-owned and franchised Restore Studios during the 2023 fiscal year was not spent during 2023 and was carried forward for use during the 2024 fiscal year. In any fiscal year in which not all contributions made to the Brand Fund are spent, the contributions will be carried forward for use in subsequent years.

Local Marketing. In addition to your monthly Brand Fund contributions, each month you must spend 2% of Gross Sales for that month on local advertising, marketing, and promotions within the Designated Area according to our System Standards (or as we otherwise approve in writing).



You are directly responsible for making these expenditures, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines.

We may withdraw our approval at any time if any of your activities or campaigns fail to comply with our then-current System Standards. We may require you to retain us or a designated vendor for standard periodic fees to engage in certain marketing activities, including digital marketing. The fee we collect will be credited toward your local advertising obligations.

If we establish an advertising cooperative (as described below), your contributions to the advertising cooperative will be included for purposes of determining whether you have satisfied the minimum monthly required expenditure for local advertising, promotion, and marketing of the Studio.

Pre-Opening Membership Sales. You will perform pre-opening membership sales activities during the five-month period preceding the Projected Opening Date of your Studio (or any other period as we may prescribe). All membership sales activities must comply with our System Standards and other requirements under the Franchise Agreement. Before you begin membership sales activities, the following must occur: (i) we have activated your designated online account, which allows you to manage and track memberships and sales for your Studio, and we have authorized you in writing to sell memberships to the public; (ii) if we require it, you (or your Operator) and the General Manager must complete to our satisfaction the presales training program; and (iii) you must have secured all financing and permits necessary to develop, build and fully equip the Studio, as described in the Franchise Agreement. You must also comply with and certify to us in writing that you have obtained all necessary bonds and otherwise have complied, and will comply, with all applicable laws relating to your presale of memberships. (Franchise Agreement – Section 4(e)).

Grand Opening. You must develop and implement a pre-opening and grand-opening promotion approved by us for your Studio. You must spend a minimum of \$25,000 for a grand opening program for your Studio, which expenditures must commence during the period that is approximately three to five months before the Studio's Projected Opening Date and must conclude no earlier than 45 days after the Studio begins operating. You must develop and submit to us for approval, at least six months before the Projected Opening Date, your grand-opening advertising campaign that conforms to a template we provide. You must execute and complete the approved grand-opening advertising plan according to its timeline. You may spend more than the minimum amount that we require. Amounts that you spend on pre-opening and grand-opening advertising do not count towards any other advertising obligations you have under the Franchise Agreement post-opening. (Franchise Agreement – Section 9(f)).

Gift Cards and Loyalty Programs. You must (at your expense) participate in and comply with the requirements of any gift certificate, gift card, stored value card, customer loyalty or customer retention program (e.g., customer e-mail program), and membership program that we or our affiliates implement. You must sign the forms and take any other action that we or our affiliates require to begin participating in these programs. You will utilize our designated vendor or our affiliates to process and administer gift cards and membership programs. You will not issue or offer any customer programs, gift certificate, gift card, stored value card, customer loyalty or

retention program or membership program without our prior written approval. We must approve in writing any coupon-offer proposed by you before you offer the coupon. You are responsible for ensuring that any coupons you offer comply with Applicable Laws. (Franchise Agreement, Section 6(n) and Section 9(g)).

Universal Customer Membership Program. You must participate in our universal, multi-tier customer membership program and honor coupons, stored value cards, gift certificates, gift cards, or memberships sold or distributed by other Restore Studios and include the related proceeds in Gross Sales strictly according to the System Standards. Each month, we will provide a reconciliation report to you detailing the membership credits redeemed at your Studio by customers of other Restore Studios, and we will reimburse your Studio a percentage of the credit value redeemed by your Studio for the prior quarterly period as specified in the Manual or otherwise in writing. We may update the terms of the universal membership program from time to time, as described in our Manual or other written policies that we make available to you.

Approval of Advertising or Promotional Materials. Any advertising, promotion, and marketing you conduct must be factually accurate and not misleading and must conform to the System Standards, applicable laws, and the highest standards of ethical marketing and any promotional policies that we periodically prescribe. Before proceeding, you must submit to us samples of all proposed advertising, promotional, and marketing materials that we have not prepared or previously approved in writing within the prior 12 months. You may not use any advertising or promotional materials or engage in any advertising or promotional campaigns that we have not approved in writing or have expressly disapproved. We will own the copyrights to any materials and campaigns submitted, regardless of whether we approve the materials and campaigns. In all cases, we have control over any profiles that use or relate to the Marks, that display the Marks, or that are maintained on social media websites and applications (and all other similar websites and applications that may exist in the future). We may use part of the Brand Fund contributions to pay or reimburse the costs associated with the development, maintenance, and update of these profiles. We may (but need not) establish guidelines pursuant to which you may establish profiles or otherwise establish a presence on social media websites and platforms. If we do, you must comply with the System Standards imposed periodically on social media use. Upon our request, you must sign over control of any social media accounts or profiles, with network bases intact, and provide access to reports and history of promotion performance. (Franchise Agreement, Section 9(h)).

Franchise Advisory Council. In 2020, we established a franchise advisory council for the purpose of facilitating constructive and open communication between Restore Studio franchisees generally and us regarding the means for improving the System, new initiatives, and other matters bearing on the Brand. The council acts only in an advisory capacity and has no operational or decision-making authority. Currently, the council is comprised of six different franchise operators from various states throughout the United States who were selected by us based on (i) geographic diversity, (ii) a history of compliance with brand standards, and (iii) having demonstrated the requisite willingness to commit the necessary time and energy to serve on the council. Subsequent members will be elected by Restore Studio franchisees according to election procedures established by us. The council also consists of various committees comprised of volunteer Restore Studio franchisees. Currently, the council meets monthly either in person or by teleconference at our headquarters in Austin, Texas to conduct its business. Going forward, we reserve the right to

modify the composition, constitution, and purpose of the council in all respects and for all purposes, or to otherwise terminate its existence at any time in our sole discretion.

Advertising Cooperative. We may designate an advertising coverage area (“ACA”), whether local or regional, in which two or more Restore Studios are located to establish a cooperative advertising program (“Cooperative Program”). An ACA is the area covered by the particular advertising medium recognized in the industry. We will require all Restore Studio franchisees in the ACA to participate, and all Restore Studios in the ACA that we or our affiliate own and/or manage will participate. Each Restore Studio operating in the ACA will have one vote, including those we or our affiliate own and/or manage.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program’s purpose will be, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which the Studio is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you must contribute 2% of the Studio’s Gross Sales to the Cooperative Program weekly, monthly, or as otherwise specified by a vote of the percentage of Restore Studios operating in the ACA that is required by the cooperative’s bylaws. You will not need to contribute more than 2% of the Studio’s Gross Sales to the Cooperative Program unless the percentage of the Restore Studios operating in the ACA that is required by the cooperative’s bylaws, including those we or our affiliates own and/or manage, vote to increase the contribution. Any amounts you contribute to a Cooperative Program will count toward the minimum amount you are required to spend on local advertising.

Digital Marketing. As part of the Brand Fund (or otherwise), we may establish and operate websites, social media accounts, applications, keyword or ad word purchasing programs, mobile applications (“**Mobile Apps**”), or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that are intended to promote the Brand and/or the network of Restore Studios.

You may be required to enter into a license agreement related to the use of Mobile Apps, and we may require you to promote the use of the Mobile Apps in the Studio or to provide content to be included in the Mobile App. We may add, update, discontinue, or modify any Mobile Apps periodically in our sole discretion.

You may not, without our prior written consent, directly or indirectly, (i) conduct or be involved in any Digital Marketing that uses the Brand or that relates to the Studio or the network of Restore Studios, (ii) establish or maintain any social media accounts utilizing any usernames, or (iii) associate with any of the Marks. We may require any third-party digital marketing agency you retain to enter into a management services agreement with us (or our affiliate) on terms and conditions that are satisfactory to us.

If we permit you to conduct Digital Marketing, we may designate regional or territory-specific usernames/handles for your use. You and your employees must adhere to any social media policies that we periodically establish.

Currently, we and our affiliates maintain an Internet website at the uniform resource locator (URL) <https://www.restore.com>, which provides information about the Restore Hyper Wellness network and Restore Studios (the “**Website**”). The Website currently includes a series of interior pages that identify Studios by address and telephone number. We may (but are not required to) include on the Website an interior page containing additional information about your Studio. You must give us any information and materials that we request to develop, update and modify the webpage, but we shall have final approval rights over any content. We may discontinue or modify the Website in our sole discretion. We are not responsible for ensuring that any information you provide is accurate and up to date. If any of your information changes, you must immediately notify us in writing but in no event later than five business days.

Currently, you are permitted to maintain a Studio-specific Facebook and Instagram account created by Franchisor for your Studio. You are not permitted to create, have, or use an unapproved website, landing page or additional social media accounts to promote your franchised business. You must provide us with full administrator access to all Facebook and Instagram pages, business managers, and ad accounts. You must provide us with ownership-level access to any Google My Business Studio profiles. You must provide us with a written list of all brand-related social media accounts that you, your employees, or any third-party representatives control, along with current log-in information. If you conduct any e-mail marketing, you must use marketing templates that we have approved and must adhere to all requirements that we specify in the System Standards unless we otherwise agree in writing. These policies are subject to change.

### **Technology System**

You must obtain, maintain, and use the Technology System that we specify in the System Standards to (i) enter and track reservations and sales receipts, Authorized Services purchased and performed, and customer information, (ii) update inventory of merchandise and products, (iii) enter and manage your customer and member contact information, (iv) generate sales reports and analysis relating to the Studio, (v) maintain electronic health and medical records, (vi) conduct telehealth sessions, and (vii) provide other services relating to the operation of the Studio. You must ensure that your installation and operation of the Technology System complies with all applicable laws.

At a minimum, the Technology System for a 1,800 to 2,800 square foot Restore Studio currently includes: (i) our POS System; (ii) the Stripe Terminal SDK and pre-certified reader; (iii) high-speed business Internet and wireless access; (iv) one desktop computer; (v) one laptop and one tablet to manage your pre-opening membership program sales, coordinate events for your Studio, and conduct telehealth sessions with providers; (vi) a television to display digital marketing; (vii) a speaker and audio system; (viii) a printer; and (ix) other required software, hardware, cables and technology solutions that we prescribe to manage customer relationships and operate your Studio. Depending on the square footage of your Studio, you may be required to purchase one or more additional components to complete the Technology System at your Studio to meet our System

Standards. You must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

We estimate that the initial cost of the Technology System will be approximately \$6,000 to \$16,000. The ongoing cost associated with the Technology System is a Monthly Technology Service Fee you must pay us to access the required software and other technology tools (currently, \$600 per month as of the issuance of this Disclosure Document).

You must replace, upgrade, or update at your sole expense the Technology System as we may require in our sole discretion periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our affiliates.

We currently do not require you to enter into, or expect that you will need to enter into, any maintenance, updating, upgrading, or support contracts related to the Technology System, but we reserve the right to require you to do so in the future. We, our affiliates, and third-party vendors are not obligated to provide you with any ongoing maintenance, repairs, upgrades, or updates. Our designated vendor for the Technology System may offer optional maintenance, updating, upgrading, or support contracts to you. Currently, we allow you to choose any supplier if you elect to enter into those contracts. We cannot estimate what the vendor you select may charge for these services.

### Access to Technology System

We have the right to independently access all information you collect or compile at any time without notice at our sole discretion. You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Technology System for the purposes of obtaining information relating to the Studio, including gross revenues, membership information, and inventory. You must permit us to download and transfer data via a high-speed Internet connection or any other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System. If we access any legally protected information when we access a Restore Studio franchisee's Technology System, then our access and use will comply with all applicable law.

### Training

#### Launch Training

We will provide the Operator, General Manager, Lead Nurse, and Lead Esthetician with our standard initial training program ("**Launch Training**"), which they must attend and complete to our reasonable satisfaction before the Business Opening Date and before engaging in any membership presale activities or advertising the Studio. Initial presale training is included in Launch Training and may be conducted at the Studio, by teleconference or livestream, or at such other location as we may designate. If your Operator, General Manager, Lead Nurse or Lead Esthetician fail to successfully complete Launch Training, we may require them to attend any additional or remedial training and pay our then-current fee for the training.

We provide Launch Training to your initial trainees free of charge. Launch Training may be conducted at our offices, your Studio or another Restore Studio, at our sole option. Launch Training lasts approximately 4.5 days, and is conducted twice per month; however, the training schedule may change.

After your General Manager and Lead Nurse have successfully completed Launch Training, they will be required to train your Hyper Wellness reps and part-time nurses at your Studio during a period of three to five days.

Launch Training is conducted by training instructors that are duly and appropriately licensed to practice in their field. They are supervised by the following management team, as described below:

- Nikita Patel, our Manager of Nursing Education, has approximately twelve years’ experience as an ER and ICU nurse and three years’ experience with Restore;
- James Gann, our Manager of Manager Development, has approximately ten years’ experience in leading and developing teams of various sizes across the military, federal government, and private sectors and approximately four years’ experience with Restore; and
- Viky Villarreal, our Manager of Esthetics Education, has approximately 15 years’ experience in the esthetics industry, with time spent both in-studio and in the training and education space and approximately two years’ experience with Restore.

Any training and assistance provided by or on behalf of us is expressly limited to activities not regulated by Authorized Care Provider Regulations. We do not provide training or assistance related to Specialty Services that would be deemed the practice of medicine requiring performance by an Authorized Care Provider. Our training expressly excludes standards, procedures and requirements related to delivery of medical services, including the diagnosis, treatment or care of any patients.

The subjects covered, approximate hours of classroom/online and on-the-job training, and other information about Launch Training as of the issuance date of this Disclosure Document are described below. The Restore Franchising Headquarters and any Company-owned Studios referenced in the below table are located in Austin, Texas.

TRAINING PROGRAM			
Subject	Hours of Classroom /online Training	Hours of On-the-Job Training	Location
HR/Compliance Modules	3	0	Online Training

<b>TRAINING PROGRAM</b>			
<b>Subject</b>	<b>Hours of Classroom /online Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
General Operations Modules	6	0	Online Training
Nurse Modules	6	0	Online Training
Esthetician Modules	8	0	Online Training
Owner HQ	18-20	8-12	Restore Franchising Headquarters or Company-owned Studio in Austin, Texas
Manager HQ	18-20	8-12	Restore Franchising Headquarters or Company-owned Studio in Austin, Texas
Lead Nurse HQ	8	24	Restore Franchising Headquarters or Company-owned Studio in Austin, Texas
Esthetician HQ	8	24	Restore Franchising Headquarters or Company-owned Studio in Austin, Texas
Pre-Opening Membership Sales Training	6	0	Teleconference; Online Training
<b>TOTAL</b>	<b>81-85</b>	<b>64-72</b>	

The time periods allocated to the subjects listed above are approximations. The time actually spent by you and your personnel may vary based on the experience and performance of the individuals being trained. The instructional materials used in the training will consist of our e-learning modules, manuals, marketing and promotional materials, videos and other handouts, articles and workbooks.

Additional Training. Your Operator, General Manager, Lead Nurse, Lead Esthetician, and/or other management personnel we designate must attend (and, in the case of training programs, complete to our reasonable satisfaction) any additional mandatory training programs and seminars as we offer at locations that we designate. As of the issuance date of this Disclosure Document, we do not charge a fee for additional training we designate or that you request for you or your Studio's personnel. We may in the future begin charging a fee for additional training upon reasonable notice to you. If we begin charging a fee for additional training, you must pay our then-current training fee for additional training we designate or that you request.

Replacement Training. Any replacement or substitute Operator, General Manager, Lead Nurse, or Lead Esthetician must complete Launch Training for their respective positions to our reasonable satisfaction before serving in those positions. You must pay our then-current fee for any Launch Training provided to any replacement or successor Operator, General Manager, Lead Nurse, Lead Esthetician, or other management personnel as we may require (see Item 6).

Meetings and Conferences. We may hold periodic system-wide meetings at locations we designate, including our annual franchisee conference, product shows, demonstrations, teleconferences, or webinars, to address matters of general interest. Your Operator, General Manager, Lead Nurse, and Lead Esthetician will attend any meetings and conferences we require, and we may require you to pay us a reasonable fee for each attendee to register for the event. We will communicate the registration fee amounts for required events to you at least 60 days prior to the event or as soon as reasonably practicable.

Annual Franchise Convention. We currently hold an annual meeting or convention of Restore Studio franchisees referred to as "Store-RE". We may require you (or your owners) and/or other previously trained and experienced employees to attend our annual franchisee convention. We may designate the location for the convention and charge you and your attendees a reasonable fee to attend.

Travel and Living Expenses. You will be responsible for all of the costs and expenses incurred by you and your personnel in connection with attending Launch Training, additional training and seminars, periodic meetings and conferences, and annual franchise conventions, including the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by you, your owners, and your employees.

Training by You; Other Employment Matters. You must implement a training program for all of your employees using training standards and procedures we prescribe. While we may provide additional guidance, you are solely responsible for making all hiring and employment decisions as the owner of the Studio. This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.



## ITEM 12 TERRITORY

### **Franchise Agreement.**

The Franchise Agreement grants to you the right to own and operate a Restore Studio at a specific location. You may not conduct the business of your Restore Studio at any site other than the premises described in your Franchise Agreement, or relocate your Restore Studio, without our prior written consent. The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises.

When you sign the Franchise Agreement, we will designate a specific geographic area (the “**Designated Area**”) within which you must develop your Restore Studio. Except as limited below, as long as you are in full compliance with the Franchise Agreement, we will not operate nor grant to a third party the right to operate a Restore Studio located within your Designated Area.

There is no minimum Designated Area size. We will identify the Designated Area based on third-party, trade-area mapping and site analytics software. In limited circumstances as we determine appropriate in our sole discretion, we may determine a trade area based on a city as geographically constituted as of the effective date of the Franchise Agreement, and in each case may consider various factors, including population density, average household income, drive-time proximity and traffic patterns, and proximity to other healthy active lifestyle and wellness concepts. After the Designated Area has been identified in the Franchise Agreement, we may only alter the Designated Area without your consent if we elect to temporarily or permanently reduce the size of the Designated Area in lieu of terminating the Franchise Agreement upon the occurrence of any event giving rise to our right to terminate this Agreement. If you have not located a site for your Studio when we identify your Designated Area, then you may select a site anywhere within the Designated Area (subject to the site selection procedures described in Item 11) and upon our approval of your site, the Designated Area will remain as originally identified. You may not relocate your Studio or franchise business without our approval and payment of our standard relocation fee. Under the Franchise Agreement, you have no options, rights of first refusal, or similar rights to acquire additional franchises within your Designated Area or contiguous territories.

You may not, without prior written consent, use other channels of distribution, such as the Internet, telehealth platforms, catalog sales, telemarketing, and other direct marketing, to offer, solicit or make sales (as opposed to advertising and marketing). We, our affiliates, and our designated vendors may use other channels of distribution, such as the Internet, telehealth platforms, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers in your Designated Area using the Marks and other trademarks without compensating you.

We reserve all rights not expressly granted in the Franchise Agreement. Accordingly, except for rights expressly granted to you in the Franchise Agreement, we retain all of our rights and discretion with respect to the Marks, the System and Restore Studios anywhere in the world, including the right to operate (directly or through an affiliate), and grant to others the right to operate:

- (a) Restore Studios at locations outside the Designated Area and on terms and conditions we deem appropriate (these Restore Studios may be in areas directly adjacent to the Designated Area and in direct competition with your Studio, without regard to any adverse effects of these activities on your Studio and without any obligation or liability to you);
- (b) Restore Studios that offer any or all of the Authorized Services identified by tradenames, trademarks, service marks or trade dress other than the Marks, under terms and conditions as we deem appropriate;
- (c) any Restore Studios open (or under commitment to open) as of the effective date of the Franchise Agreement;
- (d) any Restore Studios located in transportation facilities (such as airports, inter-city train and/or bus stations, turnpikes, travel plazas, toll roads, or other limited access highway rest stops), shopping malls, stadiums, arenas, sports or entertainment venues, amusement parks, casinos, major industrial or office complexes, hotels and resorts, schools, campuses, educational facilities, hospitals, and military bases or installations where any such locations or its retail operations are controlled by a third party or in our judgment should be operated by a third party (“**Special Locations**”), whether within or outside of the Designated Area and on any terms and conditions we deem appropriate; and,
- (e) businesses that we purchase (or as to which we purchase the rights as franchisor) that are part of another franchise system or chain, regardless whether any or all of them are converted to use any or all of the Marks and/or System or continue to be operated independently.

Only we may enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Designated Area). “National, regional and institutional accounts” are organizational or institutional customers whose presence is not confined to your Designated Area, including (by way of example only): business entities with offices or branches situated both inside and outside of your Designated Area; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to your Designated Area. If we receive contracts for any Restore Studio services and/or products calling for performance or delivery in your Designated Area as a result of our engaging in commerce with national, regional and institutional accounts, then we, our affiliate or any other Restore Studio may serve the customer within your Designated Area, and you will not be entitled to any compensation.

You will not receive an exclusive territory. You may face competition from other Restore Studio franchisees, from outlets that we own, and from other channels of distribution or competitive brands that we control. We have no obligation to compensate you for our (or another Restore Studio franchisee) soliciting or accepting business from customers located within your Designated Area.

Continuation of your rights to the Designated Area is dependent upon your achievement of a certain sales volume, market penetration or other contingency.

### **Multi-Unit Development Agreement.**

The Multi-Unit Development Agreement grants you the right to develop an agreed-upon number of Restore Studios within a geographic area described in Exhibit A to the Multi-Unit Development Agreement (the “**Development Area**”). The size of the Development Area will depend on the number of Restore Studios suitable for the Development Area, as you and we determine in light of factors such as population density and the residential or commercial character of the Development Area. The number of Restore Studios and the dates they are to be open and operating will be set out in Exhibit A to the Multi-Unit Development Agreement (the “**Development Schedule**”). The Multi-Unit Development Agreement does not provide you with any options, rights of first refusal or similar rights to acquire or develop additional Restore Studios in the Development Area or in any other geographic area. You will identify and we will approve sites for Restore Studios using our then-current site selection criteria.

We will identify the Development Area based on third-party trade area mapping and site analytics software solutions. In limited circumstances as we determine appropriate in our sole discretion, we may adjust a trade area based on various factors, including population density, average household income, drive-time proximity and traffic patterns, and proximity to other healthy active lifestyle and wellness concepts. We may in limited circumstances adjust the Development Area and therefore remove future undeveloped territories from the Development Area, in which case we will (a) provide you with notice as soon as reasonably practicable and (b) issue you a refund of the Development Fees equal to the portion of the initial franchise fees you paid for the undeveloped territory removed from the Development Area, but only if you are not in default or in violation of the Multi-Unit Development Agreement, the Franchise Agreement or any other agreement with us.

During the term of the Multi-Unit Development Agreement, and provided you, your owners and your affiliates are in compliance with the Multi-Unit Development Agreement and all other agreements with us or any of our Affiliates (including Franchise Agreements signed under the Multi-Unit Development Agreement), we will: (a) grant to you, according to the Multi-Unit Development Agreement, the cumulative number of franchises for Restore Studios in Exhibit A to the Multi-Unit Development Agreement, all of which are to be located within the Development Area; and (b) not operate (directly or through an affiliate), nor grant others the right to operate, any Restore Studio located within the Development Area, except as provided below.

Except as otherwise expressly provided in the Multi-Unit Development Agreement, we and all of our affiliates expressly retain all of our rights and discretion with respect to the Marks, the System and Restore Studios anywhere in the world, including the right to: (a) grant franchises pursuant to your Multi-Unit Development Agreement; (b) operate (directly or through an affiliate), and grant to others the right to operate, Restore Studios at locations outside the Development Area and on terms and conditions as we may elect; (c) operate (directly or through an affiliate), and grant to others the right to operate, studios that offer any or all of the same services offered by Restore Studios identified by tradenames, trademarks, service marks or trade dress, other than the Marks, pursuant to the terms and conditions as we deem appropriate; (d) operate (directly or through an affiliate), and allow others to operate, any Restore Studios open (or under commitment to open) as of the date of your Multi-Unit Development Agreement; (e) operate (directly or through an affiliate), and grant to others the right to operate, Restore Studios located at Special Locations,

whether within or outside of the Development Area and on any terms and conditions we deem appropriate; (f) operate (directly or through an affiliate), and grant to others the right to operate, businesses that we purchase (or as to which we purchase the rights as franchisor) that are part of another franchise system or chain, regardless whether any or all of them are converted to use any or all of the Marks and/or System or continue to be operated independently; and (g) enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Development Area).

The Multi-Unit Development Agreement requires you to have the cumulative number of Restore Studios specified in the Development Area open and operating by the required dates specified in the Development Schedule. We have no obligation under any circumstances to extend the Development Schedule except where your failure to satisfy the Development Schedule is due solely to delays resulting from (1) compliance with the orders, requests, or regulations of any federal, state, or municipal government; (2) acts of God; or (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot. Your failure to develop, open and operate Restore Studios according to the Development Schedule will be a material breach of the Multi-Unit Development Agreement, and your Development Fees for the Studios that are in default will be non-refundable (see Item 5).

Upon the occurrence of any event giving rise to our right to terminate the MUDA, we may instead elect, at our sole option and upon providing you written notice, to temporarily or permanently reduce the size of the originally granted Development Area, in which case the restrictions on us or our affiliates in the originally granted Development Area will not apply in any geographic area removed from the originally granted Development Area.

### **ITEM 13 TRADEMARKS**

Our parent company, ACV, has licensed us the right to use the Marks and to sublicense them to Restore Studio franchisees in a trademark license agreement dated as of September 27, 2018. The trademark license agreement will remain in effect so long as we are affiliated with ACV, unless earlier terminated by ACV or us upon the other party's material breach and failure to cure within 60 days. Restore Studio franchisees must cease using the Marks upon termination of the trademark license agreement. No other agreement limits our right to use or license the Marks.

The following Marks are registered with the U.S. Patent and Trademark Office ("USPTO"):

<b>Service Mark</b>	<b>Registration</b>	<b>Registration Date</b>	<b>Affidavits Filed?</b>	<b>Register</b>
RESTORE CRYOTHERAPY	5107486	December 27, 2016	Combined Declaration of Use and Incontestability under Sections 8 & 15 filed on	Principal

Service Mark	Registration	Registration Date	Affidavits Filed?	Register
			February 8, 2022	
RESTORE HYPER WELLNESS + CRYOTHERAPY	5597350	October 30, 2018	Not due	Principal
 HYPER WELLNESS + CRYOTHERAPY	5597352	October 30, 2018	Not due	Principal
 HYPER WELLNESS + CRYOTHERAPY	6384935	June 15, 2021	Not due	Principal
HYPER WELLNESS	6076169	June 9, 2020	Not due	Principal
RESTORE HYPER WELLNESS	90792283	May 31, 2022	Not due	Principal
	7253482	December 26, 2023	Not due	Principal

We are not aware of any effective determinations of the USPTO, the trademark administrator of any state, or any court, nor is there any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Marks which may be relevant to its use in any state. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Your right to use the Marks is derived solely from the Franchise Agreements you enter into with us. You must use all Marks in full compliance with rules prescribed by Restore Franchising. You may not use any name or Mark as part of any corporate, legal or other business name (other than in connection with any legally required fictitious or assumed name filings) or with any prefix, suffix or other modifying words, terms, designs or symbols, or with the name or other approved designation of the metropolitan area or city in which the Restore Studio is located. In addition, you may not use any name or Mark in connection with the sale of any unauthorized product or service or in any other manner that we have not explicitly authorized in writing. In addition to all other rights, we may have for unauthorized use of the Marks or the sale of unauthorized products or services, you must reimburse us for any damages, liability or expenses incurred by us arising out of your sale of any unauthorized product or service or for any damages, liability or expenses incurred by us arising out of your use of the Marks in an unauthorized manner.

If it becomes advisable at any time for us or you to (1) modify or discontinue use of any Mark or (2) use additional or substitute trademark, service mark or trade dress, you must fully comply with our directions within a reasonable time after notice. You must bear all costs and expenses applicable to your Restore Studio should we decide to modify the Marks or use additional or

substitute Marks. We will have no liability or obligation whatsoever for any required modification or discontinuance of any Mark or the promotion of an additional or substitute Intellectual Property.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark and all costs you actually or reasonably incur in defending any claim brought against you, provided you timely notify us of the claim and you, your owners, and affiliates are in compliance with the Franchise Agreement and all other agreements between you and us (or our affiliates). We or our affiliate, in our or their sole discretion, is entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark, and if we or our affiliate undertakes to prosecute, defend and/or settle any matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel you retain.

You must immediately notify us of any apparent or suspected infringement of or challenge to your use of the Marks, or claim by any person of rights to the Marks. You must not communicate with any person other than your legal counsel, us, ACV and our respective legal counsel in connection with any infringement, challenge or claim. We or ACV will have sole discretion to take any action we or it deems appropriate and will have the right to control exclusively any litigation arising out of any infringement, challenge or claim or otherwise relating to the Marks. You must sign any and all instruments and documents and take any actions that may be necessary or advisable, in our or ACV's sole discretion, to protect our or ACV's interests in the Marks.

#### Multi-Unit Development Agreement.

The Multi-Unit Development Agreement does not grant you the right to use any of the Marks. Your right to use the Marks is derived solely from the Franchise Agreements you enter into with us. You may not use any Mark (or any abbreviation, modification or colorable imitation) as part of a corporate, legal or other business name (other than in connection with any legally required fictitious or assumed name filings), or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any other manner (including any Internet related use such as an electronic media identifier, for websites, web pages or domain names) not explicitly authorized in writing by us. You may not at any time during or after the term of the Multi-Unit Development Agreement contest, or assist any other person or entity in contesting, the validity or ownership of any of the Marks.

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

We have no patents, pending patent applications, or registered copyrights that are material to the purchase of a franchise. However, we claim copyright interest in our written materials and other materials that are critical to the System, including our Manual, training material, sales process, advertising material, website, and other publications. The methods, processes, skills, know-how, and formulas developed for use in the System, techniques, information, trade practices, and other proprietary products and information relating to the development and operation of a Restore Studio are proprietary, confidential, and constitutes our trade secrets ("**Confidential Information**"). There is no current material determination of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any patent or copyright. There are no forums,

case numbers, claims asserted, issues involved, and effective determinations for any material proceeding pending in the United States Patent and Trademark Office or any court. We do not know of any patent or copyright infringement that could materially affect you.

Unless prohibited under applicable law, your General Manager, Lead Nurse, and Lead Esthetician must sign a Confidentiality, Non-Disclosure, and Non-Competition Agreement in the form attached to the Franchise Agreement as Exhibit G, or a Confidentiality, Non-Disclosure, and Non-Competition Agreement that is substantially similar to Exhibit G and is approved by us.

## **ITEM 15**

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

You are required at all times to faithfully, honestly, and diligently perform your contractual obligations, fully exploit your Franchise Agreement rights, and devote your time and best efforts to the operation, promotion and enhancement of your Studio. To operate the Studio, we require that you form a legal entity (i.e., a corporation, limited liability company or other business entity). At least 60 days before the Business Opening Date, you must designate and thereafter retain at all times (i) a General Manager qualified to manage the Studio, (ii) a Lead Nurse qualified to supervise administration of the Authorized Services and, to the extent applicable, to support the administration and delivery of the Specialty Services in support of the Authorized Care Provider according to the Standards, and (iii) a Lead Esthetician qualified to administer esthetic services. All must complete Launch Training to our reasonable satisfaction. Your Studio at all times must be managed by your Operator or by a General Manager who has completed the appropriate training programs. You must notify us in writing of the Operator, General Manager, Lead Nurse and Lead Esthetician's identity at the time of hire, and you must subsequently notify us of any changes in their respective employment statuses. If at any time a new Operator, General Manager, Lead Nurse or Lead Esthetician is employed, they must complete Launch Training to our reasonable satisfaction within 30 days of hiring.

Each owner of the Studio must execute, in their individual capacity and as a condition of entering into the Franchise Agreement, a personal guaranty of the obligations under the Agreement and agree to be personally bound by, and personally liable for the breach of every provision of the Agreement, including the confidentiality provisions and restrictions on owning interests in, or performing services for, competitive businesses. The Personal Guaranty is attached as an exhibit to the Franchise Agreement.

## **ITEM 16**

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

#### Franchise Agreement/Manual

Your Studio will provide the Authorized Services, including the Core Services (e.g., cryotherapy, compression therapy, infrared sauna therapy, red-light therapy, Cryoskin services, hydradrial therapy, and Circadia oxygen facials) and the Specialty Services (e.g., IV drip therapy, intramuscular shot therapy, biomarker assessments, mild hyperbaric oxygen therapy, and performance medicine). Your Studio may also offer and sell related products, services and

merchandise, that we authorize periodically for Restore Studios. We or the Authorized Care Provider may periodically add, eliminate and modify Authorized Services.

Unless we agree otherwise in writing, all Specialty Services must be offered, administered and/or provided only by or through the supervision of an Authorized Care Provider, and are subject to compliance with applicable law (including any applicable Authorized Care Provider Regulations). Unless we agree in writing to allow you to choose your own Authorized Care Provider, we currently require all Restore Studio franchisees to ensure that Specialty Services are offered, administered and/or provided only by or through the supervision of an Authorized Care Provider that we designate, regardless of whether your state has applicable CPOM rules. In all cases, you will act solely in the capacity of an administrative services agent to an Authorized Care Provider. Unless we agree in writing to allow you to choose your own Authorized Care Provider, we will designate the Authorized Care Provider that you must use to provide Specialty Services at your Studio. If we allow you to choose your own Authorized Care Provider, you remain responsible for independently engaging your own legal counsel to evaluate, review, and ensure that your ASA and its terms comply with all applicable laws and regulations.

You will not, without our approval, offer any products or services (including promotional items) not authorized by us. Your Studio may not be used for any purpose, other than the operation of a Restore Studio, in compliance with the Franchise Agreement. Your Studio must offer a courteous and efficient service and a pleasant ambiance.

We may, to the fullest extent allowed by applicable law, establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for services and products.

You must designate individuals to serve in the following capacities, each of whom must complete our initial training program to our satisfaction: (i) an Operator who has the authority to bind you regarding all communications with us and operational decisions with respect to your Restore Studio, (ii) a General Manager qualified to manage the Studio, (iii) a Lead Nurse qualified to supervise administration of the Authorized Services and, to the extent applicable, to support the administration and delivery of the Specialty Services in support of the Authorized Care Provider in accordance with the System Standards, and (iv) a Lead Esthetician qualified to administer esthetic services. You also must train and supervise a sufficient number of other qualified personnel to meet your obligations under the Franchise Agreement.

Only we may enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Designated Area). If we receive contracts for any Restore Studio services and/or products calling for performance or delivery in your Designated Area as a result of our engaging in commerce with national, regional and institutional accounts, then we, our affiliate or any other Restore Studio may serve the customer within your Designated Area, and you will not be entitled to any compensation.

When operating your Restore Studio, you must maintain minimum daily hours of operation as provided for in the Manual or as we specify in writing.



### Administrative Services Agent.

As a Restore Studio franchisee, you will operate your Studio(s) at all times in two separate and concurrent capacities depending on whether the Authorized Services being provided constitute Specialty Services, as follows:

- (1) In one capacity, you will directly provide to customers the Authorized Services that are not Specialty Services.
- (2) In a separate capacity, when Specialty Services are being requested and purchased and provided by an Authorized Care Provider, you will provide non-clinical administrative services to support the Authorized Care Provider that is responsible for providing or supervising the Specialty Services and making all medical determinations and judgments. If you are not a licensed medical professional, you cannot and are not authorized by us to make decisions regarding which Specialty Services are appropriate for any individual regardless of whether your state has CPOM rules or Authorized Care Provider Regulations. In order to provide the above-referenced administrative services, you will, unless we agree in writing to allow you to choose your own Authorized Care Provider or unless we agree otherwise, enter into an ASA with the Authorized Care Provider in the form attached to this disclosure document as “**Exhibit J**,” or, if we agree in writing to allow you to choose your own Authorized Care Provider, enter into an ASA with the Authorized Care Provider in a form we approve. Although we either provide or approve the form of the ASA you must enter into with Authorized Care Providers, (i) we make no representation or warranty regarding the effectiveness of the ASA, the ASA’s compliance with Authorized Care Provider Regulations, or other merits or risks related to the ASA or other arrangements you may enter into with an Authorized Care Provider, and (ii) you are responsible for independently engaging your own legal counsel to evaluate, review, and ensure that your ASA and its terms comply with all applicable laws, rules and regulations, including Authorized Care Provider Regulations. Your failure to comply with applicable state CPOM laws or other Authorized Care Provider Regulations may lead to the unauthorized practice of medicine or other violations by you, your Restore Studio or the Authorized Care Provider, and will give us the right to terminate the Franchise Agreement and any other agreements between you and us.

### Multi-Unit Development Agreement.

You are not authorized to operate a Studio under the Multi-Unit Development Agreement, and the Multi-Unit Development Agreement therefore contains no provisions restricting the goods and services you may offer. However, with respect to each Restore Studio developed under the Multi-Unit Development Agreement, you will be subject to the restrictions on goods and services contained in our then-current standard franchise agreement. The restrictions in our current Franchise Agreement are set out above.

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

**Franchise Agreement**

<b>PROVISION</b>	<b>SECTION IN FRANCHISE OR OTHER AGREEMENT</b>	<b>SUMMARY</b>
a. Length of the franchise term	Section 2(a)	The Initial Term of the Franchise Agreement is 10 years from the effective date.
b. Renewal or extension of the term of the franchise	Section 2(b)	Provided certain conditions are met, you will have the option to acquire 2 successor franchise terms of 5 years each. The successor franchises will be on our then-current form of Franchise Agreement (which may contain materially different terms and conditions than your original franchise agreement).
c. Requirements for franchisee to renew or extend	Section 2	The conditions for renewal require that: i) You provide us with not less than 6 months' notice before the expiration of the Franchise Agreement of your intent to renew; ii) at the time of the Renewal Term we are granting franchises in the jurisdiction in which the Studio is located; iii) you are not in default or in violation of the Franchise Agreement or any other agreement with us; iv) you present satisfactory evidence that you have the right under a valid lease agreement approved by us to remain in possession of the Premises for the duration of the renewal franchise; (v) you execute our then-current form of franchise agreement, which may include materially different terms and conditions than those in your original Franchise Agreement; (vi) you pay a renewal fee equal to 15% of the then-current standard initial franchise fee; (vii) you enter into a remodel agreement

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		under which you agree to remodel the Studio within 6 months; and (viii) you and your principals execute a general release. Your failure or refusal to execute any agreements, instruments, and/or documents we require in connection with the renewal within 30 days after delivery to you shall be deemed an election by you not to renew the Agreement.
d. Termination by franchisee	Not applicable	You may not terminate the Franchise Agreement prior to the expiration of its Term, except as provided by law.
e. Termination by franchisor without cause	Not Applicable	We may not terminate the Franchise Agreement without good cause.
f. Termination by franchisor with cause	Section 17	We may terminate the Franchise Agreement only if you commit any one of several violations.
g. “Cause” defined- curable defaults	Section 17	A curable default is a default in the performance of any of the terms of the Franchise Agreement, other than those calling for immediate termination under the Franchise Agreement. Under the Franchise Agreement, you have 24 hours to fully cure violations of law, 10 days to cure payment defaults, failure to maintain required insurance and failure to maintain required commercial surety bond, and 30 days to cure other defaults not listed in (h) below.
h. “Cause” defined- non- curable defaults	Section 17	Non-curable defaults under the Franchise Agreement include: failure to identify and obtain our acceptance of a location within three months of the effective date of the Franchise Agreement or to commence business by the Projected Opening Date; abandonment of Studio for three consecutive days, material misrepresentations or omissions, unauthorized surrender or transfer of Studio, conviction of or a no contest to

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>a felony or any other crime or offense that adversely impacts the System and the Marks, unauthorized use of the Confidential Information, failure to comply with anti-terrorism laws, and bankruptcy-related events.</p> <p>Termination of the Franchise Agreement permits us to terminate your Multi-Unit Development Agreement with us.</p>
i. Franchisee obligations on termination/non-renewal	Sections 16 and 18	<p>You must (i) pay all amounts owed within 15 days; (ii) stop identifying as a Restore Studio franchisee or using Marks or similar marks; (iii) stop using the System and return all Confidential Information, including the Manual, to us; (iv) assign to us or cancel any electronic mail address, domain name, search engine, website, or social media account associated with the Studio, System or Marks, and transfer telephone numbers and directory listings to us; (v) de-identify the Studio; (vi) transfer, at our request, all ownership interest in customer data; (vii) notify the Studio's members of the Studio's closure and give them the option to transfer their memberships to another Restore Studio or terminate their memberships and receive pro rata refunds (and, if we elect to refund members on your behalf, reimburse us); and (viii) comply with restrictive covenants.</p>
j. Assignment of contract by franchisor	Section 15(a)	<p>We may assign agreements and change our ownership or form without restriction.</p>
k. "Transfer" by you – definition	Appendix A	<p>Includes sale, transfer, assignment or other disposition (whether voluntary or involuntary) by operation of law or otherwise, of the agreement rights or any direct or indirect legal or beneficial ownership interest in the Franchise Agreement or you, if you are an entity.</p>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
1. Franchisor approval of transfer by franchisee	Section 15(b)	You may not transfer the Studio without our prior approval, which may be granted or withheld in our sole discretion.
m. Conditions for franchisor approval of transfer	Section 15(c)	We will approve a transfer if: (i) you have paid all amounts owed to us and our affiliate and are in full compliance with the Franchise Agreement; (ii) we have sufficient evidence of the proposed transferee's (and its direct and indirect owners') business experience to operate the Studio, is of good character, passes the background check and otherwise meets our then-current standards for being a Restore Studio franchisee and operating a Studio, is not engaged and will not engage in operating or owning a competitive business, and promptly and fully cooperates with all reasonable due diligence requests; (iii) the transferee and its owners complete Launch Training; (iv) the transferee executes our then-current form of franchise agreement and ancillary agreements or, at our option, assumes your obligations under the Franchise Agreement; (v) you and transferee and its owners have agreed to the terms of a purchase and sale agreement for the Studio and submitted the terms to us in the form and including the content that we prescribe; (vi) you pay us the then-current standard transfer fee (currently, \$1,000 for a transfer of a non-controlling interest in you or your franchised business and \$10,000 for a transfer of a controlling interest in you or your franchised business); (vii) you execute a general release; and (viii) you comply with any other conditions we may reasonably require.

<b>PROVISION</b>	<b>SECTION IN FRANCHISE OR OTHER AGREEMENT</b>	<b>SUMMARY</b>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15(f)	We have the right to match any offer to purchase the Studio or to assign our right to a third party of our choice. All offers must first be submitted to us in writing and must set forth a complete description of all terms, conditions and fees of the proposed transfer. Within 30 days after our receipt of notice, we may exercise our right of first refusal and accept the offer to purchase the Studio upon the terms and conditions specified in the notice.
o. Franchisor's option to purchase franchisee's business	Sections 19	We have the right, but not the obligation, to purchase certain personal property, improvements, fixtures, furniture and equipment used and located at the Studio upon termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	Section 15(e)	Principal's interest must be transferred to an approved party within six months of the date of death or permanent disability.
q. Non-competition covenants during the term of the franchise	Section 16(a)	No owning interest in, providing services for, loaning or leasing to, or diverting Studio business to a Competitive Business.
r. Non-competition covenants after the franchise is terminated or expired	Section 16(a)	For two years, no owning interest in or providing services for a Competitive Business within the Designated Area, within five miles of the Studio, or within five miles of any Restore Studio operating in the United States.
s. Modification of the Franchise Agreement	Section 23(f)	No modification except by written agreement signed by both parties.
t. Integration/merger clause	Section 23(f)	The Franchise Agreement reflects the entire agreement between us and you (subject to state law). Any other representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the

<b>PROVISION</b>	<b>SECTION IN FRANCHISE OR OTHER AGREEMENT</b>	<b>SUMMARY</b>
		foregoing, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 22(a)	Except for certain claims, all disputes must be arbitrated in Texas unless contrary to applicable state law.
v. Choice of forum	Section 22(b)	Subject to arbitration requirement, litigation must be in the Texas state courts, and federal district court in Austin, Texas, subject to state law.
w. Choice of Law	Section 22(a)	Except for Federal Arbitration Act and other federal law, Texas law applies (subject to applicable State law.)

**Multi-Unit Development Agreement.**

This table lists important provisions of the Multi-Unit Development Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

<b>PROVISION</b>	<b>SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT</b>	<b>SUMMARY</b>
a. Term of the Multi-Unit Development Agreement	Section 1(a) and Exhibit A	Date set forth in Exhibit A. The Expiration Date is the last Development Period Expiration Date identified on the Development Schedule.
b. Renewal or extension of the term	None	Upon request from developer, we will consider renewals and extensions on a case-by-case basis.
c. Requirements for you to renew or extend	None	See b. above.
d. Termination by you	None	You may not terminate the Multi-Unit Development Agreement prior to the expiration of its Term, except as provided by law.
e. Termination by us without cause	None	We may not terminate the Multi-Unit Development Agreement without good cause.

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
f. Termination by us with cause	Section 7	We may terminate the Multi-Unit Development Agreement only if you commit any one of several violations.
g. “Cause” defined — defaults which can be cured	Section 7	30 days to cure a breach of Multi-Unit Development Agreement, and 30 days to discharge any petition in bankruptcy, dissolution, reorganization, or appointment of receiver or custodian.
h. “Cause” defined — defaults which cannot be cured	Section 7(a) and Section 7(b)	<p>Failure to meet Development Schedule, misrepresentations, conviction of a felony, violation of any anti-terrorism law, unauthorized transfer, unauthorized disclosure of Confidential Information, breach of any Franchise Agreement or any other agreement between you, your Owners or any of your Affiliates (as defined in the Multi-Unit Development Agreement) and us.</p> <p>Termination of the Multi-Unit Development Agreement permits use to terminate your Franchise Agreement(s) with us.</p>
i. Your obligations on termination, non-renewal	Section 8	Comply with covenant not-to-compete.
j. Assignment of contract by us	Section 10(d)	No restriction on our right to transfer or assign.
k. “Transfer” by you - definition	Appendix A	Includes sale, transfer, assignment or other disposition (whether voluntary or involuntary) by operation of law or otherwise, of the agreement rights or any direct or indirect legal or beneficial ownership interest in the Multi-Unit Development Agreement or you, if you are an entity.



<b>PROVISION</b>	<b>SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT</b>	<b>SUMMARY</b>
l. Our approval of transfer by you	Section 6(a) and Section 6(b)	We have the right to approve all transfers but will not unreasonably withhold our approval if certain conditions satisfied.
m. Conditions for Restore's approval of transfer	Section 6(b)	You must be in compliance with agreement; transferee must qualify, pass background check, and sign existing agreement; you pay us the then-current standard transfer fee (currently, \$1,000 for a transfer of a non-controlling interest in you or your franchised business and \$10,000 for a transfer of a controlling interest in you or your franchised business); you must subordinate debts and sign a general release and non- compete agreement; and you must satisfy other conditions we reasonably require.
n. Our right of first refusal	Section 6(e)	We can match any bona fide offer for your business within 30 days from delivery of a complete and accurate copy of offer.
o. Our option to purchase your business	Not applicable.	Not applicable.
p. Your death or disability	Section 6(d)	Rights in Multi-Unit Development Agreement must be assigned to an approved third party within a reasonable time period not to exceed nine months of death/disability.
q. Non-competition covenants during the term of the franchise	Section 5(b)	No involvement in any competing business, regardless of its location; may not divert or attempt to divert business or customers to competing business.

<b>PROVISION</b>	<b>SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT</b>	<b>SUMMARY</b>
r. Non-competition covenants after the franchise is terminated or expires	Section 8(b)	You may not own or provide services/advice to any competing business or any entity which franchises or licenses a competing business for two years within your Development Area or within five miles of any Restore Studio.
s. Modification of the agreement	Section 10(f)	No modification except by written agreement signed by both parties.
t. Integration/merger clause	Section 10(f)	The Multi-Unit Development Agreement reflects the entire agreement between us and you (subject to state law). Any other representations or promises outside of the Franchise Disclosure Document and Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 9(a)	Except for certain claims, all disputes must be arbitrated in Texas unless contrary to applicable state law.
v. Choice of forum	Section 9(c)	Subject to arbitration requirement, litigation must be in the Texas state courts, and federal district court in Austin, Texas, subject to state law.
w. Choice of law	Section 9(b)	Except for Federal Arbitration Act and other federal law, Texas law applies (subject to applicable State law.)

## ITEM 18 PUBLIC FIGURES

We currently do not use any public figure to promote our the Restore Hyper Wellness brand but may do so in the future.

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or affiliate-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 following information shows the average annual Gross Sales and average number of Active Members for the fiscal year ending on December 31, 2023, for franchised Studios that were open and operating for at least 12 months as of December 31, 2023 ("**Included Studios**"). Franchised Studios that were in operation for fewer than 12 months during 2023 and affiliate-owned Studios are not included in this financial performance representation.

As of December 31, 2023, there were 214 franchised Studios in operation, 153 of which are Included Studios. The remaining 61 franchised Studios were open and operating for fewer than 12 full months as of December 31, 2023, and are therefore not Included Studios. During the fiscal year ending on December 31, 2023, 18 Restore Studio franchises closed.

Table 1 in each of the below sections provides data for all of the Included Studios, while Table 2 in each of the below sections divides the Included Studios into "quartile" subsets, with Quartile 1 being the highest performing quartile and Quartile 4 being the lowest performing quartile.

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**2023**  
**AVERAGE GROSS SALES**  
**FOR FRANCHISED STUDIOS OPEN FOR MORE THAN 12 MONTHS**

*Table 1*

<b>AVERAGE GROSS SALES</b>	<b>MEDIAN GROSS SALES</b>	<b>LOWEST GROSS SALES</b>	<b>HIGHEST GROSS SALES</b>	<b>NUMBER AND PERCENTAGE OF STUDIOS ATTAINING OR EXCEEDING AVERAGE GROSS SALES</b>
\$886,379	\$868,774	\$302,045	\$2,181,616	68/153 (44.4%)

*Table 2*

<b>QUARTILE</b>	<b>NUMBER OF STUDIOS</b>	<b>AVERAGE GROSS SALES</b>	<b>MEDIAN GROSS SALES</b>	<b>LOWEST GROSS SALES</b>	<b>HIGHEST GROSS SALES</b>	<b>NUMBER AND PERCENTAGE OF STUDIOS ATTAINING OR EXCEEDING AVERAGE GROSS SALES</b>
1	39	\$1,299,231	\$1,207,553	\$1,045,634	\$2,181,616	14/39 (35.9%)
2	38	\$938,267	\$945,429	\$868,774	\$1,031,736	20/38 (52.6%)
3	38	\$757,110	\$766,635	\$652,313	\$868,470	20/38 (52.6%)
4	38	\$540,042	\$549,113	\$302,045	\$651,901	24/38 (63.2%)
Total	153	\$886,379	\$868,774	\$302,045	\$2,181,616	78/153 (50.1%)

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**2023**  
**AVERAGE NUMBER OF ACTIVE MEMBERS**  
**FOR FRANCHISED STUDIOS OPEN FOR MORE THAN 12 MONTHS**

*Table 1*

<b>AVERAGE NUMBER OF ACTIVE MEMBERS</b>	<b>MEDIAN NUMBER OF ACTIVE MEMBERS</b>	<b>LOWEST NUMBER OF ACTIVE MEMBERS</b>	<b>HIGHEST NUMBER OF ACTIVE MEMBERS</b>	<b>NUMBER AND PERCENTAGE OF STUDIOS ATTAINING OR EXCEEDING AVERAGE NUMBER OF ACTIVE MEMBERS</b>
259	247	113	625	69/153 (45.1%)

*Table 2*

<b>QUARTILE</b>	<b>NUMBER OF STUDIOS</b>	<b>AVERAGE NUMBER OF ACTIVE MEMBERS</b>	<b>MEDIAN NUMBER OF ACTIVE MEMBERS</b>	<b>LOWEST NUMBER OF ACTIVE MEMBERS</b>	<b>HIGHEST NUMBER OF ACTIVE MEMBER S</b>	<b>NUMBER AND PERCENTAGE OF STUDIOS ATTAINING OR EXCEEDING AVERAGE NUMBER OF ACTIVE MEMBERS</b>
1	40	372	347	308	625	15/40 (37.5%)
2	37	279	279	247	307	19/37 (51.4%)
3	38	220	220	192	244	19/38 (50%)
4	38	162	167	113	190	24/38 (63.2%)
Total	153	259	247	113	625	77/153 (50.3%)

**Notes to Item 19:**

1. “Gross Sales” is defined in Item 6.

2. An “**Active Member**” is a customer of a franchised Studio that is current in paying membership fees or a customer with an active membership package as of December 31, 2023.
3. All franchised Studios offer substantially the same products and services to the public.
4. The Gross Sales figures are based on the calendar year 2023 operating results of franchised Studios. We obtained the Gross Sales and Active Member information from the POS Systems utilized by Restore Studio franchisees.
5. Gross Sales includes: (i) the gross sales proceeds from the sale of all Authorized Services, except those which constitute Specialty Services and are provided by an Authorized Care Provider which are excluded; and (ii) administrative services fees generated by your Studio in its capacity as an administrative services contractor to an Authorized Care Provider as further described herein.
6. The Gross Sales and membership of Studios are affected by seasonality. However, not every Studio will be similarly affected by seasonality due to a wide variety of factors, including location, proximity to tourist destinations and “snowbird” communities, population density of year-round residents, geographic location in winter-weather climates, market draw, local advertising, and management efforts.
7. You should utilize the services of an accountant or other financial professional to help you prepare budgets and projections. You should consult other sources for financial information, including your financial advisers and Restore Studio franchisees in order to compare sales experience and to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings and profits of Studios. Notwithstanding the information set forth in this financial performance representation, existing Restore Studio franchisees are your best source of detailed financial information about franchise operations.
8. Written substantiation of the information used in preparing this financial performance representation will be made available to you upon reasonable request.

**Some outlets have earned this amount and number of active members. Your individual results may differ. There is no assurance that you will earn as much or have this many active members.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any 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 General Counsel at 512-537-4087, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1  
System Wide Outlet Summary For 2021 – 2023**

<b>SYSTEM WIDE OUTLET SUMMARY</b>				
<b>Column 1 Outlet Type</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets at the End of the Year</b>	<b>Column 5 Net Change</b>
Franchised Outlets	2021	64	107	+43
	2022	107	167	+60
	2023	167	214	+47
Company Owned Outlets	2021	10	12	+2
	2022	12	17	+5
	2023	17	14	-3
<b>Total Outlets</b>	<b>2021</b>	<b>74</b>	<b>119</b>	<b>+45</b>
	<b>2022</b>	<b>119</b>	<b>184</b>	<b>+65</b>
	<b>2023</b>	<b>184</b>	<b>228</b>	<b>+44</b>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners for 2021 – 2023**

<b>TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS</b>		
<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
Arizona	2021	0
	2022	5
	2023	0
Arkansas	2021	2
	2022	0
	2023	0
California	2021	0
	2022	2
	2023	0
Colorado	2021	0
	2022	0

<b>TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS</b>		
<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Number of Transfers</b>
	2023	2
Connecticut	2021	0
	2022	0
	2023	1
Florida	2021	0
	2022	2
	2023	0
Georgia	2021	0
	2022	0
	2023	2
Kansas	2021	0
	2022	0
	2023	1
Nevada	2021	0
	2022	1
	2023	0
South Carolina	2021	1
	2022	0
	2023	0
<b>Total</b>	<b>2021</b>	<b>3</b>
	<b>2022</b>	<b>10</b>
	<b>2023</b>	<b>6</b>

**Table No. 3**  
**Status of Franchised Outlets for 2021 - 2023**

<b>STATUS OF FRANCHISED OUTLETS</b>								
<b>Col 1 State</b>	<b>Col 2 Year</b>	<b>Col 3 Outlets at Start of Year</b>	<b>Col 4 Outlets Opened</b>	<b>Col 5 Termina- tions</b>	<b>Col 6 Non- Renewals</b>	<b>Col 7 Reacquired by Franchisor</b>	<b>Col 8 Ceased Operations – Other Reasons</b>	<b>Col 9 Outlets at End of the Year</b>
Alabama	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	2	3	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Arkansas	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	1	2
California	2021	2	1	0	0	0	0	3



STATUS OF FRANCHISED OUTLETS								
Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina -tions	Col 6 Non- Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2022	3	11	0	0	0	0	14
	2023	14	10	0	0	0	1	23
Colorado	2021	1	4	0	0	0	0	5
	2022	5	4	0	0	0	0	9
	2023	9	2	0	0	0	3	8
Connecticut	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Delaware	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Florida	2021	11	2	0	0	0	0	13
	2022	13	0	0	0	3	0	10
	2023	10	9	0	0	0	0	19
Georgia	2021	1	1	0	0	0	0	2
	2022	2	2	0	0	0	0	4
	2023	4	2	0	0	0	0	6
Idaho	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Illinois	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Indiana	2021	0	2	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Kansas	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	1	2
Kentucky	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Maine	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Maryland	2021	1	0	0	0	1	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Massachusetts	2021	1	1	0	0	0	0	2

STATUS OF FRANCHISED OUTLETS								
Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina -tions	Col 6 Non- Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2022	2	2	0	0	0	0	4
	2023	4	3	0	0	0	0	7
Michigan	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	1	3
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	3	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Missouri	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Montana	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	2	0
Nevada	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
New Hampshire	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	2	0	0	0	0	4
New Jersey	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	3	0	0	0	0	5
New Mexico	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	2	0	2
	2023	2	5	0	0	0	0	7
North Carolina	2021	1	3	0	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	1	0	0	0	0	7
Ohio	2021	4	3	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	1	0	0	0	0	9
Oklahoma	2021	1	1	0	0	0	0	2

STATUS OF FRANCHISED OUTLETS								
Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina- -tions	Col 6 Non- Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Oregon	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Pennsylvania	2021	3	2	0	0	0	0	5
	2022	5	5	0	0	0	0	10
	2023	10	2	0	0	0	0	12
Rhode Island	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
South Carolina	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Tennessee	2021	1	1	0	0	0	0	2
	2022	2	3	0	0	0	0	5
	2023	5	1	0	0	0	1	5
Texas	2021	6	11	0	0	0	0	17
	2022	17	9	0	0	1	0	25
	2023	25	10	0	0	0	6	29
Utah	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	2	3
Virginia	2021	2	0	0	0	0	0	2
	2022	2	4	0	0	0	0	6
	2023	6	2	0	0	0	0	8
Washington	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	1	2
<b>TOTAL</b>	<b>2021</b>	<b>64</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>107</b>
	<b>2022</b>	<b>107</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>167</b>
	<b>2023</b>	<b>167</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>214</b>

**Table No. 4**  
**Status of Company Owned Outlets For 2021 - 2023**

<b>STATUS OF COMPANY OWNED OUTLETS</b>							
<b>Col 1 State</b>	<b>Col 2 Year</b>	<b>Col 3 Outlets at Start of Year</b>	<b>Col 4 Outlets Opened</b>	<b>Col 5 Outlets Reacquired from Franchisee</b>	<b>Col 6 Outlets Closed</b>	<b>Col 7 Outlets Sold to Franchisee</b>	<b>Col 8 Outlets at End of the Year</b>
Arizona	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
Florida	2021	0	0	0	0	0	0
	2022	0	0	3	0	0	3
	2023	3	0	0	0	2	1
Georgia	2021	2	0	0	0	0	2
	2022	2	1	0	0	0	3
	2023	3	0	0	1	0	2
Kansas	2021	0	1	0	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
Louisiana	2021	0	0	0	0	0	0
	2022	0	2	0	0	0	2
	2023	2	0	0	0	0	2
Maryland	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New York	2021	0	1	0	0	0	1
	2022	1	0	2	0	1	2
	2023	2	2	0	0	0	4
North Carolina	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Texas	2021	5	0	0	0	0	5
	2022	5	0	1	0	2	4
	2023	4	1	0	1	2	2
Washington	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	1	0

STATUS OF COMPANY OWNED OUTLETS							
Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
Total	2021	10	2	1	0	1	12
	2022	12	3	6	0	4	17
	2023	17	4	0	2	5	14

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

PROJECTED OPENINGS			
Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	1	0	0
Colorado	0	1	0
Connecticut	0	1	0
Florida	3	2	0
Georgia	3	0	0
Indiana	1	1	0
Iowa	1	0	0
Kentucky	1	0	0
Missouri	1	0	0
New Jersey	2	1	0
New Mexico	0	1	0
New York	2	0	0
North Carolina	1	0	0
Ohio	1	1	0
Oregon	1	1	0
Pennsylvania	2	0	0
Rhode Island	3	1	0
South Carolina	1	1	0
Tennessee	2	0	0
Texas	5	2	0
Virginia	3	0	0
Washington	2	2	0
<b>Total</b>	<b>37</b>	<b>16</b>	<b>0</b>

**Exhibit D** to this Disclosure Document is a list of our franchises and outlet owners as of December 31, 2023, and the addresses and telephone numbers of their Restore Studios.

**Exhibit E** to this Disclosure Document is the name, city and state, and current business telephone number of the Restore Studio franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the System during the last fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no trademark-specific franchisee organizations associated with the System that have been either: (i) created, sponsored, or endorsed by us, or (ii) incorporated or otherwise organized under state law and which have asked us to be included in our disclosure document during the next fiscal year.

During the last 3 fiscal years, no current or former Restore Studio franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a Restore Studio franchisee in our franchise system.

## **ITEM 21 FINANCIAL STATEMENTS**

**Exhibit G** contains our audited financial statements for the fiscal years ending December 31, 2023, December 31, 2022, and December 31, 2021. Our fiscal year end is December 31.

## **ITEM 22 CONTRACTS**

Attached to this Disclosure Document are the following agreements and their attachments:

**Exhibit B** – Franchise Agreement

**Exhibit C** – Multi-Unit Development Agreement

**Exhibit H** – State Specific Disclosures and State Specific Addenda to Agreements

**Exhibit I** – Franchise Compliance Certification

## **ITEM 23 RECEIPT**

Our and your copies of the receipt to this Disclosure Document are located at the last 2 pages of this Disclosure Document.

## EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

### **STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

#### **CALIFORNIA**

Commissioner of the Department of  
Financial Protection and Innovation:  
Toll Free: 1 (866) 275-2677

##### ***Los Angeles***

Suite 750  
320 West 4<sup>th</sup> Street  
Los Angeles, California 90013-2344  
(213) 576-7500

##### ***Sacramento***

2101 Arena Boulevard  
Sacramento, CA 95834  
(916) 327-7585

##### ***San Diego***

1455 Frazee Road, Suite 315  
San Diego, CA 92108  
(619) 610-2093

##### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94105-2980  
(415) 972-8565

#### **HAWAII**

(for service of process)

Commissioner of Securities Department of  
Commerce and Consumer Affairs  
Business Registration Division 335  
Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities Department of  
Commerce and Consumer Affairs  
Business Registration Division 335  
Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

#### **ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-1090

**INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

**MARYLAND**

(for service of process)

Maryland Securities Commissioner at the  
Office of Attorney General- Securities  
Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General- Securities  
Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

Michigan Attorney General's Office  
Corporate Oversight Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

**MINNESOTA**

Commissioner of Commerce Department of  
Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

**NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8222 (Phone)



**NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue, 14<sup>th</sup> Floor  
Bismarck, North Dakota 58505  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 14<sup>th</sup> Floor  
Bismarck, North Dakota 58505  
(701) 328-2910

**OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

**RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9527

**SOUTH DAKOTA**

Division of Insurance Securities Regulation  
124 S. Euclid, 2nd Floor  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

**WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8715

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8715

**WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North  
Tower Madison, Wisconsin 53705  
(608) 261-9555

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North  
Tower Madison, Wisconsin 53705  
(608) 266-0448

**EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT**

**FRANCHISE AGREEMENT**

B-1



**RESTORE FRANCHISING, LLC**

**FRANCHISE AGREEMENT**

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## **FRANCHISE AGREEMENT**

This Franchise Agreement is made as of the Effective Date between Franchisor and Franchisee (as amended or supplemented from time to time, this “**Agreement**”).

### **RECITALS**

WHEREAS, Franchisor and its Affiliates have developed and own a comprehensive system (which includes the “**Restore**” brand) for developing and operating Restore Hyper Wellness™ retail outlet studios (“**Restore Studios**”) that provide, or facilitate access to, alternative wellness services including (i) core services (e.g., cryotherapy, compression therapy, infrared sauna therapy, red-light therapy, Cryoskin services, hydrafacial therapy, and Circadia oxygen facials) (the “**Core Services**”); (ii) certain specialized care services (e.g., IV drip therapy, intramuscular shot therapy, biomarker assessments, mild hyperbaric oxygen therapy, and performance medicine) (the “**Specialty Services**”); and, (iii) other wellness services Franchisor authorizes from time to time (together with the Core Services and the Specialty Services, the “**Authorized Services**”).

WHEREAS, Franchisor grants qualified individuals the right and license to develop and operate a Restore Studio in one or more geographic areas approved by Franchisor.

WHEREAS, Franchisee acknowledges the following: (a) Franchisee has read this Agreement and Franchisor’s franchise disclosure document; (b) Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary to maintain the uniformity of Franchisor’s high quality standards at all Restore Studios in order to protect and preserve the goodwill of the Marks and the integrity of the System; (c) Franchisee has conducted an independent investigation of the business contemplated by this Agreement inclusive of the applicable legal and regulatory requirements, and Franchisee recognizes that the cryogenic and alternative health and wellness technology and modality industry is highly competitive, with constantly changing market conditions; and (d) Franchisee recognizes that the nature of Restore Studios may change over time, and that an investment in a Restore Studio involves business risks and that the success of the venture is largely dependent on Franchisee’s own business abilities, efforts and financial resources.

WHEREAS, Franchisee desires to develop and operate one (1) Restore Studio pursuant to the terms of this Agreement.

WHEREAS, certain terms in this Agreement have been given defined meanings in Appendix A. The appendix and exhibits listed in the table of contents and attached hereto are incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. GRANT OF FRANCHISE.

(a) **Grant.** Subject to the terms of this Agreement, Franchisor grants to Franchisee the right and license, and Franchisee hereby accepts the right and obligation, to operate a Studio at the Premises and to use the System solely in connection therewith. Franchisee may not conduct the business of its Restore Studio or use the System anywhere other than the Premises approved by Franchisor, nor relocate its Restore Studio or franchise business without Franchisor's written approval and payment of a standard relocation fee.

(b) **Designated Area.** Provided that Franchisee is in full compliance with this Agreement, and except as provided in Section 1(c) below, Franchisor (and its Affiliates) shall not operate nor authorize any Person other than Franchisee to operate a Restore Studio located in the Designated Area designated in Exhibit A.

(c) **Reserved Rights.** Except as otherwise expressly provided in Section 1(b), Franchisor and all of Franchisor's Affiliates (and their respective successors and assigns, by purchase, merger, consolidation or otherwise) expressly retain all of their respective rights and discretion with respect to the Marks, the System and Restore Studios anywhere in the world, and the right to engage in any business whatsoever, including without limitation, the right to operate (directly or through an Affiliate), and grant to others the right to operate: (i) Restore Studios at such locations outside the Designated Area and on such terms and conditions as they may elect at any time (Franchisee acknowledges that such Restore Studios may be in areas directly adjacent to the Designated Area and in direct competition with Franchisee's Studio, without regard to any adverse effects of such activities on Franchisee's Studio and without any obligation or liability to Franchisee); (ii) studios that offer any or all of the Authorized Services identified by tradenames, trademarks, service marks or trade dress other than the Marks, pursuant to such terms and conditions as they deem appropriate; (iii) any Restore Studios open (or under commitment to open) as of the Effective Date, (iv) any Restore Studios located in transportation facilities (such as airports, inter-city train and/or bus stations, turnpikes, travel plazas, toll roads, or other limited access highway rest stops), shopping malls, stadiums, arenas, sports or entertainment venues, amusement parks, casinos, major industrial or office complexes, hotels and resorts, schools, campuses, educational facilities, hospitals, and military bases or installations where any such locations or its retail operations are controlled by a third party or in Franchisor's judgment should be operated by a third party ("**Special Locations**"), whether within or outside of the Designated Area and on any terms and conditions Franchisor deems appropriate, and, (v) businesses that Franchisor purchases (or as to which Franchisor purchases the rights as franchisor) that are part of another franchise system or chain, regardless whether any or all of them are converted to use any or all of the Marks and/or System or continue to be operated independently. Franchisee acknowledges and agrees that, except as expressly provided to the contrary in Section 1(b) hereof, Franchisee's rights hereunder shall be non-exclusive. Franchisee waives, to the fullest extent permitted by law, all claims, demands or causes of action arising from or related to any of the foregoing activities by Franchisor or any of its Affiliates.

(d) **National, Regional and Institutional Accounts.** Only Franchisor will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within the Designated Area). "National, regional and institutional



accounts” are organizational or institutional customers whose presence is not confined to the Designated Area, including (by way of example only): business entities with offices or branches situated both inside and outside of the Designated Area; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to the Designated Area. If Franchisor receives contracts for any Restore Studio services and/or products calling for performance or delivery in the Designated Area as a result of Franchisor engaging in commerce with national, regional and institutional accounts, then Franchisor, Franchisor’s affiliate or any other Restore Studio may serve the customer within the Designated Area, and Franchisee will not be entitled to any compensation. The procedures governing Franchisor’s national, regional and institutional accounts program shall be set forth in the Manual.

## **2. TERM AND RENEWAL.**

(a) **Initial Term.** The initial term will commence on the Effective Date of this Agreement and will expire on the tenth (10th) anniversary of the Effective Date (the “**Initial Term**”).

(b) **Renewal Rights.** Franchisee may, at its option, renew the franchise to operate the Studio for up to two additional consecutive franchise terms following the Initial Term (each, a “**Renewal Term**”). The duration of each Renewal Term will be five (5) years, provided that Franchisee has complied with the following conditions and procedures for renewal in connection with the first Renewal Term, and that Franchisee complies in the future with the conditions and procedures for renewal in the franchise agreement for the first Renewal Term with respect to the possible second Renewal Term:

(1) Franchisee must give Franchisor notice of its desire to renew the franchise no later than six (6) months before the expiration of the Initial Term. Franchisor will give Franchisee notice, not later than sixty (60) days after receipt of Franchisee’s notice, of Franchisor’s decision whether Franchisee has the right to renew the franchise pursuant to the conditions set forth in this Section 2(b).

(2) At the time of the Renewal Term Franchisor is granting franchises in the jurisdiction in which the Studio is located.

(3) Franchisee (and its Owners and Affiliates) (i) must not be in default under this Agreement nor be in default of any other agreement between Franchisee (or any of Franchisee’s Affiliates) and Franchisor (or any of Franchisor’s Affiliates), (ii) must have substantially and timely complied with terms and conditions of this Agreement during the Initial Term, and (iii) must remain in compliance with this Agreement until the expiration of the Initial Term.

(4) Franchisee must present satisfactory evidence that Franchisee has the right under a valid lease agreement approved by Franchisor to remain in possession of the Premises for the duration of the renewal franchise.

(5) Franchisee (and each of its Owners) must execute Franchisor’s then-current form of franchise agreement (which may contain provisions, including the Royalty Fee, materially

different from those contained herein), and all ancillary agreements (including a remodel agreement and personal guarantees by Franchisee's Owners and on such terms as Franchisor deems appropriate) that Franchisor then customarily uses in granting franchises for the operation of Restore Studios in the state in which the Studio is physically located; provided that Franchisee must pay to Franchisor a renewal fee of fifteen percent (15%) of Franchisor's then-current standard initial franchise fee.

(6) Franchisee (and each of Franchisee's Owners) must execute a general release, in form and substance satisfactory to Franchisor, of any and all claims against the Franchisor Indemnities.

(7) Failure by Franchisee (and its Owners) to sign such agreements and releases within thirty (30) days after delivery shall be deemed an election by Franchisee not to renew the franchise for its Studio, and this Agreement will expire on the last day of the Initial Term unless terminated earlier in accordance with Section 17.

### 3. FEES.

(a) **Initial Franchise Fee.** Franchisee agrees to pay Franchisor an initial franchise fee in the amount set forth in Exhibit A, which amount is due and payable within seven (7) calendar days following the Effective Date. Franchisee may be eligible to receive a refund of Fifty Percent (50%) (less any costs or expenses incurred by Franchisor for administration or training of Franchisee and Franchisee's employees/managers) of the initial franchise fee if the following conditions are met: (i) Franchisor and Franchisee cannot agree upon a location for the Studio within three (3) months after the Effective Date, (ii) Franchisor terminates this Agreement (at Franchisor's option), and, (iii) Franchisee signs and submits to Franchisor a release of claims in a form Franchisor prescribes. The initial franchise fee is otherwise non-refundable.

(b) **Royalty Fee.** Franchisee agrees to pay Franchisor non-refundable royalty fees ("Royalty Fees") equal to seven percent (7%) of Gross Sales accrued during each Reporting Period within seven (7) days after receiving an invoice (or such other time as Franchisor may prescribe from time to time). Notwithstanding the foregoing, no Royalty Fee will be charged for Gross Sales accrued during the first ninety (90) days after the Business Opening Date. "**Reporting Period**" means each monthly period ending on the last calendar day of each calendar month, or any other period that Franchisor may specify from time to time on at least thirty (30) days' prior notice.

Notwithstanding the foregoing, the Royalty Fee Franchisee pays Franchisor will be subject to a minimum monthly royalty of Three Thousand Five Hundred Dollars (\$3,500) beginning in the first month of Franchisee's second year operating its Restore Studio (i.e., the 13<sup>th</sup> month after the Business Opening Date) (the "**Minimum Monthly Royalty Fee**"). Within seven (7) days after the end of each month during the Initial Term, Franchisee must pay Franchisor the greater of (i) the Minimum Monthly Royalty Fee for that month and (ii) the Royalty Fee Franchisee owes Franchisor for that month.

If any Applicable Law prohibits or invalidates Franchisee's payment of Royalty Fees based on Gross Sales, then Franchisor may either: (a) increase the royalty rate, as applied to the

permissible portion of Franchisee's Gross Sales that is not otherwise restricted or prohibited, to a rate/amount determined by Franchisor so that the net amount of the Royalty Fees paid to Franchisor are not less than the Royalty Fees Franchisor would have received had the federal, state, and/or local government agency, entity, law, rule and/or regulation not prohibited Franchisee's payment of Royalty Fees based on Gross Sales related to a restricted activity; or (b) charge Franchisee a fixed fee royalty that Franchisor specifies.

(c) **Brand Fund Contribution.** Franchisee agrees to pay Franchisor each month a non-refundable Brand Fund Contribution in an amount equal to two percent (2%) of the Gross Sales accrued during such month, which amounts are payable within seven (7) days after receiving an invoice (or such other time as Franchisor may prescribe from time to time). Notwithstanding the foregoing, no Brand Fund Contributions will be charged for Gross Sales accrued during the first ninety (90) days after the Studio's Business Opening Date.

(d) **Mandatory and Optional Services and Related Fees.** Franchisee acknowledges and agrees that its Studio will obtain and purchase all of the mandatory services related to the development or operation of the Studio that Franchisor provides, and may elect to accept and participate in some or all of the optional services Franchisor provides to Restore Studios. Franchisee shall pay all fees and charges for such services in which it participates. Certain mandatory and optional services and related fees and charges as of the Effective Date are set forth in Exhibit D. Franchisor shall have the right periodically to do any of the following: (i) modify the nature and character of such services, and increase or revise related mandatory or optional fees and charges; (ii) add new mandatory or optional services or discontinue such existing services; and (iii) designate any services as mandatory or optional. Fees and charges for mandatory and optional services shall be determined on the same basis for all franchised Restore Studios that are participating in the service and may include: (a) overhead costs allocable to providing such service, including compensation of personnel directly involved in providing such services; (b) recovery of development costs for such service; (c) costs of tangible and intangible property employed in providing such service; and (d) costs of operating, maintaining and upgrading such service.

(e) **Other Remittances.** Any fees and charges for which no due date is set forth herein shall be payable as stated in the applicable invoice, or otherwise within thirty (30) days of the invoice date.

(f) **Reports.** Franchisee must report its Gross Sales daily (and/or such other periodic basis) through a Franchisor mandated electronic data interface (or such other methods) that Franchisor may require from time to time. Franchisee must submit to Franchisor all Franchisor-required financial and operational reports for the Studio by the tenth (10th) day following the end of the month (or such other date specified by Franchisor) for which such reports are required, and consistent with such form and content as Franchisor periodically prescribes.

(g) **Electronic Transfer of Funds.** Franchisee must sign all Franchisor-required electronic transfer of funds authorizations and all related documents and instruments necessary to permit Franchisor to withdraw by electronic funds transfers from Franchisee's designated bank account the Royalty Fee and all other amounts owed to Franchisor or its Affiliates under this Agreement. Franchisee must maintain a balance in such account sufficient to allow Franchisor and

its Affiliates to collect the amounts owed when due. Franchisee is responsible for all transaction fees and other fees and costs associated with the transfer of funds described herein.

(h) **Interest on Late Payments.** Any payment not actually received by Franchisor on or before the date due will be deemed overdue. Time is of the essence with respect to all payments to be made by Franchisee to Franchisor. Without constituting an election of remedies, any and all amounts that Franchisee owes to Franchisor (or any of Franchisor's Affiliates) will bear interest from and after its due date at a rate equal to 18% per annum or the maximum allowable rate under Applicable Law, whichever is less.

(i) **Administrative Fee.** If Franchisee breaches a non-monetary obligation under this Agreement and fails to cure the default within the applicable cure period, if applicable, Franchisee must, whether or not Franchisor terminates this Agreement, pay Franchisor its then-current "Administrative Fee" (currently equal to \$1,000) for each such default in order to offset Franchisor's costs incurred to address the default.

(j) **No Setoff; Application of Payments.** Franchisee will not be entitled to withhold payments due to Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor under this Agreement or any other agreement between Franchisee and Franchisor. Franchisor may, at its sole option, apply all or a portion of Franchisee's payments owed to Franchisor to any of Franchisee's past due indebtedness owed to Franchisor (or Franchisor's Affiliates). Franchisor has the right to set off any amounts Franchisee owes to Franchisor or its Affiliates against any amounts Franchisor may owe to Franchisee.

(k) **Currency.** All amounts payable by Franchisee to Franchisor under this Agreement must be paid in U.S. Dollars.

(l) **Taxes.** Any and all amounts expressed as being payable pursuant to this Agreement are exclusive of any applicable taxes. Franchisee is obligated to pay all Federal, state and local taxes, including without limitation sales, use and other taxes, fees, duties and similar charges assessed against Franchisee or the franchise business. Franchisee is responsible for and must indemnify and hold Franchisor Indemnitees harmless against any penalties, Interest and expenses incurred by or assessed against Franchisor as a result of Franchisee's failure to withhold such taxes or to timely remit them to the appropriate taxing authority. Franchisee agrees to fully and promptly cooperate with Franchisor to provide any information or records it requests in connection with any application by Franchisor to any taxing authority with respect to Franchisee.

#### **4. STUDIO DEVELOPMENT PROCEDURES.**

(a) **Site Selection.** Unless the Parties have agreed to the Premises of the Studio prior to or as of the Effective Date, Franchisee must identify and obtain Franchisor's acceptance for a location for the Studio in the Designated Area within three (3) months after the Effective Date. Franchisor may require Franchisee to use and coordinate with Franchisor's designated master broker in connection with site selection at the outset of Franchisee's search and all related undertakings and activities. Franchisee will complete and submit to Franchisor its standard site-application form for a proposed site. Franchisor will provide Franchisee with site selection assistance as Franchisor deems advisable, including, but not limited to, making Franchisor's site

selection guidelines and design specifications available to Franchisee. Franchisor may, but is not obligated to, conduct an initial site selection visit; provided, Franchisor will not conduct an on-site evaluation for any proposed site prior to the receipt of the completed site application. Franchisor will not charge Franchisee if Franchisor conducts an initial site selection visit, but Franchisor may require Franchisee to reimburse Franchisor for its out-of-pocket expenses and costs, including travel and lodging, that Franchisor incurs in conducting a follow-up or additional site selection visit to evaluate Franchisee's proposed site. Franchisee acknowledges and agrees that Franchisor providing its site selection guidelines and design specifications and any other site selection assistance to Franchisee does not constitute a representation that any proposed site will be or has been accepted by Franchisor.

(b) **Site Acceptance.** Franchisor will have (30) days after receipt of the complete Site Application to approve or reject Franchisee's proposed site. If Franchisor rejects the proposed site, Franchisee must promptly submit another site selection application form for a proposed site. Upon Franchisor's approval of a proposed site, the Parties will complete and execute Exhibit B hereto which will specify the Premises as well as the Projected Opening Date (*provided* that if the Parties do not execute Exhibit B for any reason whatsoever, then the Projected Opening Date shall be the date that is 365 calendar days after the Effective Date). FRANCHISOR'S APPROVAL OF THE PREMISES AND PROVIDING SITE SELECTION ASSISTANCE, IF ANY, IN THE SELECTION OF THE PREMISES DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY OR GUARANTEE BY FRANCHISOR, EXPRESS OR IMPLIED, THAT A RESTORE STUDIO OPERATED AT THE PREMISES WILL BE OR HAS BEEN PROFITABLE OR OTHERWISE SUCCESSFUL. Franchisee is solely responsible for ensuring that the proposed site is suitable for its Studio and that any structures thereon are in compliance with all Applicable Law.

(c) **Occupancy of Premises.** Unless otherwise agreed by Franchisor, Franchisee is required to lease the Premises for the Studio. Franchisee will provide to Franchisor for its review and approval a copy of the proposed lease within 60 days after Franchisor accepts the site for the Premises. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S REVIEW OF THE LEASE IS LIMITED TO CONSISTENCY WITH THE STANDARDS AND FRANCHISOR'S APPROVAL OF THE LEASE DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY OR GUARANTEE BY FRANCHISOR THAT THE COMMERCIAL TERMS OF SUCH LEASE ARE FAVORABLE, BENEFICIAL TO FRANCHISEE, OR CONSISTENT WITH COMMERCIAL LEASE TERMS FOR COMPARABLE PROPERTIES IN THE DESIGNATED AREA. Franchisee will ensure that the Lease Addendum attached hereto as Exhibit E is executed by Franchisee and its landlord contemporaneous with lease execution and will send a fully executed copy of such Lease Addendum to Franchisor for its records. Franchisee will ensure that the lease will not contain any covenants or other obligations that would prevent, limit or adversely affect Franchisee from performing its obligations under this Agreement (or Franchisor from protecting its interest under this Agreement or any agreement between Franchisee and Franchisor and/or any of Franchisor's Affiliates). The proposed lease will be executed by all necessary parties after Franchisor accepts the proposed lease, and Franchisee will furnish to Franchisor for its retention and records a complete executed copy of the lease within ten (10) days after execution.

(d) **Studio Development.**

(1) Franchisee assumes all cost, liability, expense and responsibility for locating, obtaining and developing the Premises for the Studio and equipping the Studio at the Premises. Franchisee is responsible for obtaining all zoning, permitting and regulatory approvals that may be required by Applicable Law or that may be necessary as a result of any restrictive covenants related to the Premises. Prior to beginning the build-out or renovation of the Premises, Franchisee will obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Studio and submit to Franchisor a certificate of insurance evidencing that the coverage specified in Section 13 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon Franchisor's request, Franchisee will provide to Franchisor additional copies of Franchisee's insurance policies and certificates of insurance and copies of all such approvals, clearances, permits and certifications.

(2) Franchisor will furnish to Franchisee prototypical plans and specifications for a Restore Studio, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront and color scheme (all of which constitute Franchisor's proprietary information). Franchisee is solely responsible for preparing all required architectural, engineering and design plans to suit the shape and dimensions of the Premises, and Franchisee must ensure that these plans and specifications comply with applicable ordinances, building codes, regulatory licensing and permit requirements, and with lease requirements and restrictions.

(3) Franchisee will obtain services as needed only from registered architects, registered engineers, and professional and licensed contractors designated by Franchisor or who meet Franchisor's minimum requirements for the development, construction and equipping of the Studio. Franchisee will submit to Franchisor the information and documentation set forth in the Manual regarding the training, experience and financial responsibility of the registered architects, registered engineers and professional and licensed contractors whom Franchisee desires to retain to prepare the plans and construct the Studio, along with copies of all proposed contracts with such architects, engineers and contractors, and any other information requested by Franchisor.

(4) Franchisee will submit its plans to Franchisor, and upon Franchisor's request, will submit all revised or "as built" plans during the course of construction. Franchisor will review the plans to confirm they comply with Franchisor's prototypical plans and the System Standards. Franchisor will notify Franchisee in writing whether it accepts or rejects the plans within ten (10) days following Franchisor's receipt of the plans. Franchisee shall not begin construction prior to receiving Franchisor's written approval of the plans. All construction must be in accordance with the plans approved by Franchisor and comply in all respects with Applicable Law and the lease.

(5) Franchisee will commence construction at least one hundred twenty (120) days before the Projected Opening Date and will complete construction no later than thirty (30) days before the Projected Opening Date. Franchisee will advise Franchisor of commencement of construction within ten days of the commencement date.

(6) During the development and operation of the Studio, Franchisee must use only the fixtures, furnishings (including décor), materials, equipment and signs that comply with the System Standards.

(7) During the course of construction of the Studio, Franchisee will (and will cause its architect, engineer, contractors and subcontractors to) cooperate fully with Franchisor and its designees for the purpose of permitting Franchisor and its designees to inspect the Premises and the course of construction of the Studio to determine whether construction is proceeding according to the plans approved by Franchisor and the System Standards. Without limiting the generality of the foregoing, Franchisee and Franchisee's architect, engineer, contractors and subcontractors will supply Franchisor and its designees with samples of construction materials, supplies, equipment and other materials and reports requested by Franchisor or its designees and allow Franchisor and its designees access to the Premises to conduct such inspections. If requested by Franchisor, Franchisee will submit to Franchisor reports with photographs showing progress made in connection with the construction and equipping of the Studio at the frequency prescribed by Franchisor.

(8) Notwithstanding Franchisor's right to approve the plans and inspect the construction work at the Studio, Franchisor and its designees will have no liability or obligation with respect to the Premises, the design or construction of the Studio or the furnishings, fixtures, materials and equipment acquired for the build-out of the Studio, or any failure on the part of Franchisee to obtain all applicable regulatory licenses, registrations and/or permits. Franchisee acknowledges and agrees that Franchisor's rights under this Section 4 are exercised solely for the purpose of ensuring compliance with the System Standards.

(e) **Pre-Opening Memberships.** Franchisee will, at its sole cost, perform pre-opening membership sales activities during the five (5) month period preceding the Studio's Projected Opening Date (or such other period as may be prescribed by Franchisor). All such membership sales activities must comply with the System Standards, the terms set forth herein, and as otherwise approved in writing by Franchisor. Before Franchisee may begin membership sales activities, the following must occur: (i) Franchisor has activated Franchisee's designated online account, which allows Franchisee to manage and track memberships and sales for its Studio (the "**Management Account**"), and Franchisor has authorized Franchisee in writing to sell memberships to the public; (ii) if Franchisor requires it, Franchisee (or its Operator) and the General Manager have completed to Franchisor's satisfaction the presales training program described in Section 5(a); and (iii) Franchisee has secured all financing and permits necessary to develop, build and fully equip the Studio as described in this Section 4. Franchisee must also comply with and certify to Franchisor in writing that Franchisee has obtained all necessary bonds and otherwise has complied, and will comply, with all Applicable Laws relating to its presale of memberships. If Franchisee fails to do so, in addition to our other rights and remedies, Franchisee will not be authorized to begin offering or selling memberships for the Studio.

(f) **Commence Business.** Prior to opening, Franchisee must complete all interior and exterior preparations for the Studio, deliver to Franchisor a copy of the certificate of occupancy and comply with all other pre-opening obligations contained herein. Franchisee may not open the Studio for business until all of its pre-opening obligations have been completed to Franchisor's

reasonable satisfaction. Franchisee is obligated to open the Studio and commence business no later than the Projected Opening Date unless Franchisor consents to an extension of such Projected Opening Date. Notwithstanding anything to the contrary contained herein or the Manual, Franchisee shall not be deemed to be in breach of this Agreement if its failure to start construction, finish construction or open the Studio, as above provided, results solely from (1) compliance with the orders, requests, or regulations of any federal, state, or municipal government; (2) acts of God; or (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot. Any delay resulting from any of such causes shall extend performance accordingly, in whole or in part, as may be reasonable, except that no such cause, alone or in combination with other causes, shall extend performance more than ninety (90) days without Franchisor's consent.

## 5. TRAINING.

(a) **Launch Training.** Franchisee represents it has obtained the services of an Operator as of the Effective Date. Franchisor shall provide the Operator, General Manager, Lead Nurse, and Lead Esthetician with its standard initial training program ("**Launch Training**"), which they must attend complete to Franchisor's reasonable satisfaction before the Business Opening Date and before engaging in any membership presale activities or advertising Franchisee's Studio. If Franchisor requires it, Operator and the General Manager must also successfully complete the initial presales training program component of Launch Training to Franchisor's reasonable satisfaction before engaging in any membership presale activities. If Franchisor requires it, initial presale training will be included in Launch Training and may be conducted at the Studio, by teleconference or livestream, or at such other location as Franchisor may designate. Any replacement or substitute Operator, General Manager, Lead Nurse, or Lead Esthetician must complete Launch Training for their respective positions to Franchisor's reasonable satisfaction prior to serving in such positions. Franchisor reserves the right to charge a reasonable fee for any Launch Training provided to any replacement or successor Operator, General Manager, Lead Nurse, Lead Esthetician, or other management Personnel as Franchisor may require. Franchisee will be solely responsible for all costs and expenses incurred by Franchisee, its Operator, General Manager, Lead Nurse, Lead Esthetician, and any other Personnel in connection with Launch Training, including, but not limited to, the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by Franchisee, Franchisee's Owners, and Franchisee's employees. Launch Training may be conducted at Franchisor's offices, Franchisee's Studio or another Restore Studio, at Franchisor's sole option. After Franchisee's General Manager and Lead Nurse have successfully completed Launch Training, they will be required to train such other members of Franchisee's staff as Franchisor designates in those subjects that Franchisor designates.

(b) **Opening Assistance.** In connection with the commencement of business of the Studio, Franchisor may elect (but is not obligated) to provide an opening team to provide on-site training. If Franchisor exercises this right, Franchisor will determine the number and experience level of the opening team and the training days necessary to support the opening based on the experience and training of the Personnel at the Studio. The opening team will not be responsible for the operation of the Studio before or after the Studio's Business Opening Date.



(c) **Additional Training.** Franchisee's Operator, General Manager, Lead Nurse, Lead Esthetician, and such other management Personnel as Franchisor may designate must attend (and, in the case of training programs, complete to Franchisor's reasonable satisfaction) any additional mandatory training programs and seminars as Franchisor offers from time to time at locations Franchisor designates. Franchisee must pay Franchisor's then-current training fee for any additional training designated by Franchisor or requested by Franchisee. Franchisee will be solely responsible for any and all costs and expenses incurred by Franchisee, its Operator, General Manager, Lead Nurse, Lead Esthetician, and other management Personnel in connection with such additional training, including, but not limited to, the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by Franchisee, Franchisee's Owners, and Franchisee's employees.

(d) **Meetings and Conferences.** Franchisor may from time to time hold periodic system-wide meetings at locations designated by Franchisor, including Franchisor's annual franchisee conference, product shows, demonstrations, teleconferences, or webinars, to address matters of general interest. Franchisee's Operator, General Manager, Lead Nurse, and Lead Esthetician will attend any such meetings and conferences as required by Franchisor, and Franchisor may require Franchisee to pay Franchisor a reasonable fee for each attendee to register for the event. Franchisor will communicate the registration fee amounts for required events to Franchisee at least sixty (60) days prior to the event or as soon as reasonably practicable. Franchisee will be solely responsible for all costs and expenses incurred by Franchisee and its Personnel in connection with attending such meetings and conferences, including, but not limited to, the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by Franchisee, Franchisee's Owners, and Franchisee's employees.

(e) **Annual Franchise Convention.** Franchisor currently holds an annual meeting or convention of its franchisees referred to as "Store-RE". Franchisor may require Franchisee (or Franchisee's Owners) and/or other previously trained and experienced employees to attend Franchisor's annual franchisee convention. Franchisor may designate the location for the convention and charge Franchisee and Franchisee's attendees a reasonable fee to attend. Franchisee is responsible for paying all expenses and costs incurred by Franchisee, Franchisee's General Manager, and/or any other attendees, including, but not limited to, the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by Franchisee, Franchisee's Owners, and Franchisee's employees.

## **6. STUDIO SERVICES AND OPERATIONS.**

(a) **Authorized Services.** Franchisee agrees that its Studio will provide, or facilitate access to, the Authorized Services (including Core Services and Specialty Services) prescribed by Franchisor from time to time. Unless Franchisee agrees otherwise in writing, the Specialty Services (i) must be offered, administered or provided only by or through the supervision of a licensed medical professional, including a physician or advance practice registered nurse, or a licensed or permitted entity ("**Authorized Care Provider**") and (ii) are subject to compliance with

Applicable Law (including any applicable Authorized Care Provider Regulations). “**Authorized Care Provider Regulations**” means certain federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine, laboratory testing, and other related requirements.

Unless otherwise agreed in writing, Franchisor requires Franchisee to ensure that Specialty Services are offered, administered and/or provided only by or through the supervision of an Authorized Care Provider; regardless of whether it is required under Franchisee’s state’s corporate practice of medicine (“CPOM”) rules or Authorized Care Provider Regulations. In states where a professional corporation or professional limited liability company must own or operate an Authorized Care Provider, Franchisee will act solely in the capacity of an administrative services agent to an Authorized Care Provider that administers or supervises the Specialty Services, as further described in Section 6(b). In these circumstances, Franchisee must sign both this Agreement and an Administrative Services Agreement (“ASA”) with an Authorized Care Provider before Franchisee begins operating the Studio. Unless Franchisor agrees in writing to allow Franchisee to choose its own Authorized Care Provider, Franchisor will designate the Authorized Care Provider that Franchisee must use to provide Specialty Services at its Studio and the form of ASA that Franchisee must enter into with the Authorized Care Provider. If Franchisor allows Franchisee to choose its own Authorized Care Provider, Franchisee remains responsible for independently engaging Franchisee’s own legal counsel to evaluate, review, and ensure that Franchisee’s ASA and its terms comply with Applicable Law, including any CPOM rules in the applicable state and other Authorized Care Provider Regulations.

Franchisor may (but is not obligated to) permit Franchisee to directly employ a licensed individual to order, administer, or provide certain Specialty Services in jurisdictions where direct employment is permitted under Applicable Law. In those states where Franchisee is permitted, and Franchisor agrees in writing to allow Franchisee, to directly employ a licensed individual to order, administer, or provide certain Specialty Services, the compensation formula under the ASA with Franchisor’s designated Authorized Care Provider can be adjusted to reflect the costs incurred for any licensed individuals employed directly by Franchisee.

Franchisor or the Authorized Care Provider may direct Franchisee to eliminate, modify, discontinue access to any of the Authorized Services from time to time at Franchisor’s sole discretion or as required under any applicable Authorized Care Provider Regulations.

Franchisee agrees that its Studio will not, without Franchisor’s approval, offer any products or services (including promotional items) not authorized by Franchisor. The Studio may not be used for any purpose, other than the operation of a Restore Studio in compliance with this Agreement. Franchisee agrees that its Studio will offer courteous and efficient service and a pleasant ambiance.

(b) **Administrative Services Agreements.** Franchisee will operate the Studio at all times in two separate and concurrent capacities depending on whether the Authorized Services being provided at a given time constitute Specialty Services, as follows:

(1) In one capacity, Franchisee will directly provide to customers any Authorized Services that are not Specialty Services.

(2) In a separate capacity, when Specialty Services are being requested and purchased and provided by an Authorized Care Provider, Franchisee will provide non-clinical, administrative services to support the Authorized Care Provider that is responsible for providing or supervising the Specialty Services and making all medical determinations and judgments in respect thereof. If Franchisee is not a licensed medical professional, Franchisee cannot and is not authorized by Franchisor to make decisions regarding which Specialty Services are appropriate for any individual regardless of whether Franchisee's state has CPOM rules or Authorized Care Provider Regulations. In order to provide the above-referenced administrative services, Franchisee will, unless Franchisor agrees in writing to allow Franchisee to choose its own Authorized Care Provider or unless Franchisor agrees otherwise, enter into an ASA with the Authorized Care Provider in a form Franchisor designates, or, if Franchisor agrees in writing to allow Franchisee to choose its own Authorized Care Provider, enter into an ASA with the Authorized Care Provider in a form Franchisor approves; provided, however, that Franchisee acknowledges and agrees that (i) Franchisor makes no representation or warranty regarding the effectiveness of the ASA, the ASA's compliance with Authorized Care Provider Regulations, or other merits or risks of any such form ASA or other arrangements Franchisee may enter into with an Authorized Care Provider, and (ii) Franchisee remains responsible for independently engaging its own legal counsel to evaluate, review, and ensure that Franchisee's ASA and its terms comply with Applicable Law, including Authorized Care Provider Regulations. Franchisee's failure to comply with applicable state CPOM laws or other Authorized Care Provider Regulations may lead to the unauthorized practice of medicine or other violations by Franchisee, the Studio or the Authorized Care Provider, and will give Franchisor the right to terminate this Agreement and any other agreements between Franchisor and Franchisee.

Franchisee acknowledges and agrees that Franchisor has made no determination of which Authorized Services constitute Specialty Services and the sole responsibility for making such determination rests with Franchisee in consultation with its legal counsel.

(c) **FRANCHISEE'S COMPLIANCE WITH AUTHORIZED CARE PROVIDER REGULATIONS.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, RESTORE AND FRANCHISEE ACKNOWLEDGE AND AGREE THAT:

(1) FRANCHISEE HAS BEEN ADVISED BEFORE SIGNING THIS AGREEMENT THAT FRANCHISEE MUST INDEPENDENTLY EVALUATE AND INTERPRET, WITH FRANCHISEE'S OWN INDEPENDENT LEGAL COUNSEL, APPLICABLE AUTHORIZED CARE PROVIDER REGULATIONS AS THEY RELATE TO FRANCHISEE'S OWNERSHIP AND OPERATION OF A RESTORE STUDIO AND THE OFFERING, PROVISION AND PERFORMANCE OF THE AUTHORIZED SERVICES AND SPECIALTY SERVICES.

(2) NOTHING IN THIS AGREEMENT, THE MANUAL, OR OTHERWISE SHALL BE INTERPRETED AS AUTHORIZING FRANCHISOR TO EXERT CONTROL OVER THE DELIVERY OF HEALTH CARE SERVICES INCLUDING THE SPECIALTY SERVICES, TO THE EXTENT THAT ANY SUCH SERVICES REQUIRE THE JUDGMENT, TREATMENT AND/OR ACTION OF AN AUTHORIZED CARE PROVIDER IN THE

APPLICABLE JURISDICTION OF FRANCHISEE'S RESTORE STUDIO. SUCH JUDGMENT, TREATMENT AND/OR ACTION SHALL BE EXCLUSIVELY DETERMINED AND EXERCISED BY THE AUTHORIZED CARE PROVIDER, AND THIS AGREEMENT AND THE OPERATIONS MANUAL SHALL BE INTERPRETED CONSISTENTLY THEREWITH.

(3) ANY TRAINING AND ASSISTANCE PROVIDED BY OR ON BEHALF OF FRANCHISOR IS EXPRESSLY LIMITED TO ACTIVITIES NOT REGULATED BY AUTHORIZED CARE PROVIDER REGULATIONS; UNDER NO CIRCUMSTANCES SHALL TRAINING AND/OR ASSISTANCE BE DEEMED THE PRACTICE OF MEDICINE OR THE PERFORMANCE OF MEDICAL SERVICES THAT REQUIRE THE PERFORMANCE, ADMINISTRATION AND/OR MANAGEMENT BY AN AUTHORIZED CARE PROVIDER. UNDER NO CIRCUMSTANCES WILL FRANCHISOR'S MANAGEMENT AND OPERATING SYSTEMS INCLUDE STANDARDS, PROCEDURES AND/OR REQUIREMENTS RELATED TO THE DELIVERY OF MEDICAL SERVICES, INCLUDING THE DIAGNOSIS, TREATMENT OR CARE OF ANY PATIENTS.

(4) TO THE EXTENT THAT CONFIDENTIAL AND PRIVILEGED DATA UNDER APPLICABLE AUTHORIZED CARE PROVIDER REGULATIONS CANNOT BE TRANSMITTED OR SHARED WITH FRANCHISOR, THIS AGREEMENT SHALL BE INTERPRETED SO AS TO COMPLY WITH SUCH LIMITATIONS.

(5) FRANCHISEE IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ENSURING THAT FRANCHISEE'S STUDIO IS OPERATED, AND ALL AUTHORIZED SERVICES AND SPECIALTY SERVICES ARE RENDERED, IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING ALL AUTHORIZED CARE PROVIDER REGULATIONS.

(6) FRANCHISOR DOES NOT PROVIDE ANY MEDICAL OR HEALTH CARE SERVICE OR ADVICE IN THE PERFORMANCE OF ANY DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT. THE AUTHORIZED SERVICES TO BE PROVIDED, OR FACILITATED, BY FRANCHISEE ARE NOT INTENDED TO AND DO NOT IMPLY THAT FRANCHISOR WILL OR DOES ASSIST IN THE DIAGNOSIS OR TREATMENT OF ANY DISEASE OR CONDITION. RATHER, FRANCHISOR ONLY DESIGNATES AND/OR APPROVES THE AUTHORIZED CARE PROVIDER. EXCEPT WITH REGARD TO REPRESENTATIONS MADE HEREIN BY FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THE AUTHORIZED CARE PROVIDERS ARE FULLY RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAWS AND AUTHORIZED CARE PROVIDER REGULATIONS IN RELATION TO THE PERFORMANCE OF THE AUTHORIZED SERVICES, AND UNLESS EXPRESSLY SET FORTH HEREIN, FRANCHISOR MAKES NO REPRESENTATIONS OR WARRANTIES AND IS NOT RESPONSIBLE OR LIABLE FOR ANY PRODUCTS OR SERVICES PROVIDED BY THE AUTHORIZED CARE PROVIDERS. FOR THE AVOIDANCE OF DOUBT, FRANCHISOR IS NOT RESPONSIBLE FOR, AND DOES NOT ASSIST WITH, ANY DETERMINATIONS REGARDING WHETHER A CUSTOMER OR ANY INDIVIDUAL

SHOULD TAKE, OR REFRAIN FROM TAKING, ANY ACTION RELATED TO THEIR HEALTH AND SAFETY OR OTHERWISE.

(d) **Manual.** Franchisee will be provided access to the Manual. Franchisee agrees to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Manual. Franchisor may modify the Manual to reflect changes in System Standards, specifications and operating procedures; provided, however, that no addition or modification may alter Franchisee's fundamental status and rights under this Agreement. Franchisee must keep current with the Manual. If a dispute develops relating to the contents of the Manual, Franchisor's master version of the Manual will be controlling. The Manual contain Confidential Information, and Franchisee agrees not to reproduce any part of the Manual or allow unauthorized Persons access to the Manual or other online resources of Franchisor.

(e) **System Standards.** Franchisee understands the importance of maintaining uniformity among all Restore Studios and complying with the System Standards relating to the development and operation of the Studio for the protection of the Brand and Franchisor's interest in the System and Marks. Franchisee acknowledges and agrees that the purpose of establishing and enforcing such System Standards is not so that Franchisor may exercise any control over the day-to-day operations of the Studio that are reserved to Franchisee.

(f) **Maintenance.** Franchisee must maintain the interior and exterior of the Studio Premises and the surrounding area in good condition and repair and comply with the System Standards and Applicable Laws for cleanliness, organization and sanitation of the Studio. Franchisee is solely responsible for maintenance, repair and replacement where necessary to maintain the Studio in accordance with the System Standards and for any liabilities arising from Franchisee's failure to comply with the terms and conditions of this Section 6(f).

(g) **Improvements; System Changes.** Franchisee must, at its sole cost and expense, promptly and fully comply with any changes made to the System by Franchisor. Franchisee will periodically make such capital improvements and modifications necessary to modernize, redecorate and upgrade the Studio in accordance with Franchisor's then-current System Standards; provided, however, that any modification or upgrade to the Studio that involves a significant additional investment (e.g., in excess of \$100,000) shall not be required more often than every three (3) years during the Term. Franchisee must promptly complete to Franchisor's satisfaction within a reasonable time any Franchisor mandated improvements or modifications.

(h) **Compliance with Applicable Law; Operating Permits.** Franchisee will develop and at all times operate the Studio in full compliance with Applicable Law. Franchisee must notify Franchisor in writing immediately upon the commencement, threat or other indication of any legal action, suit, or proceeding, any administrative action, or the issuance of an order of any court, agency, or regulatory investigation, audit or inquiry, or other governmental instrumentality, that may adversely affect the development, occupancy, or operation of the Studio or Franchisee's financial condition or Franchisor or its operations; or the delivery of any notice of violation or alleged violation of any Applicable Law. Franchisee will refrain from any business or advertising practice that may be deemed in Franchisor's sole discretion injurious to Franchisor's business, to the business of other Restore Studios, or to the goodwill associated with the Marks. Franchisee

will be solely responsible for procuring and continuously maintaining thereafter all approvals, permits, certifications and/or licenses required for the development and operation of the Studio.

(i) **Credit Card and Other Methods of Payment**. Franchisor may designate credit and debit card issuers or sponsors check or credit verification services, financial center services, and electronic funds transfer systems, and other methods of electronic payment. Upon any such designation by Franchisor, Franchisee must comply therewith. Franchisor may modify its requirements and designate additional approval or required methods of payment and vendors for processing such payment. Franchisor may withhold any disputed payments charged to customers of Franchisee's Restore Studio plus the then-current credit card processing fee from Franchisee's account until such disputed payments are resolved, at which time Franchisor will transfer the withheld payments plus the credit card processing fee to Franchisee's account if the dispute is resolved in Franchisee's favor. Franchisee must comply with the Payment Card Industry Data Security Standard (PCI DSS) requirements and the Fair and Accurate Credit Transactions Act of 2003 (FACTA). Franchisee also must upgrade periodically its Technology System, at Franchisee's sole expense, to maintain compliance with PCI DSS, FACTA and all Applicable Law. Franchisee must notify Franchisor immediately if it is notified of a credit card breach related to the Studio and must cooperate with applicable authorities fully with respect to any resultant investigation.

(j) **Privacy Laws**. Franchisee will abide by all federal and state privacy laws, including the Health Insurance Portability and Accountability Act of 1996, as amended, inclusive of its implementing regulations (HIPPA) and other Applicable Law related to the collection, storage, use, and data security of personal or individually identifiable health information of customers. Additionally, Franchisee must comply with Franchisor's policies pertaining to such privacy laws. If Franchisee becomes aware of or reasonably suspects any violation of any Applicable Law related to privacy and/or security of Customer Data, or has a reasonable basis to believe that Franchisee will receive a notice of such violation, or has reason to believe that the security or integrity of any records containing Customer Data has been breached (or potentially breached) or has notice of any other event that exposes or threatens to expose Customer Data to unauthorized third parties, then Franchisee shall promptly provide written notice to Franchisor regarding such breach, potential breach or notice. If available to Franchisee, such notice shall include (i) a detailed description of the Customer Data at issue and (ii) the factual circumstances surrounding such breach, potential breach, or notice. In responding to any such breach or potential breach, Franchisee shall comply with all Applicable Laws and cooperate with and follow any instructions provided by Franchisor for complying with Applicable Laws, including with respect to notifying any individuals, regulators, law enforcement agencies, consumer reporting agencies or others.

Franchisor shall promptly notify Franchisee in the event of a privacy and/or security incident with respect to Franchisor's systems or the systems of third parties hired by Franchisor that Franchisor reasonably believes may impact the security of Customer Data maintained by Franchisee. Franchisee shall take additional security measures Franchisee deems appropriate or reasonably requested by Franchisor as a result of Franchisor's privacy and/or security incident.

(k) **Customer Data**. Franchisee will fully comply with all Applicable Law with respect to Customer Data and customer health information. All information, mailing lists and data bases

of Customer Data of customers of the Studio, from whatever source derived, will be Franchisee's property subject to Applicable Laws. In addition, Franchisee may, through Authorized Care Providers or in connection with Specialty Services, have access to certain health information of customers of the Studio that may be protected under HIPAA and other privacy laws. Franchisee will not use such Customer Data or health information, except in connection with the operation of the Studio in accordance with this Agreement and in accordance with Applicable Laws. Franchisee will not use, process, copy, display, publish, store or transfer the Customer Data or any customer health information without Franchisor's written approval and the approval or consents of the respective individuals, as may be required under Applicable Laws. Upon the expiration or termination of this Agreement, the Customer Data will cease to be Franchisee's property and will thereafter be Franchisor's property without further action from either Party.

(l) **Customer Satisfaction and Surveys.** Franchisee will participate in all customer surveys and satisfaction audits as Franchisor may require from time to time, which may require Franchisee to provide discounted or complimentary Products; provided, however, that Franchisee may not offer any discounts without Franchisor's prior written consent. Additionally, Franchisee will participate in any customer complaint resolution and other programs as Franchisor may reasonably establish for all or part of the Restore Hyper Wellness network, which programs may include, without limitation, providing discounts or refunds to customers. For any such sales, the amount actually paid by the customer after the discount or refund is applied and not the advertised price will be considered for purposes of Gross Sales.

(m) **Membership Agreements and Member Information.** In connection with administering the membership program at its Studio, Franchisee must ensure the form of membership agreement prescribed by Franchisor complies with the System Standards and all Applicable Laws, including laws pertaining to bonding and escrow requirements. Franchisee must use Franchisor's forms of membership agreements and may not revise or modify such forms without obtaining Franchisor's prior written consent which may be withheld or denied by Franchisor in its sole and absolute discretion and will be limited to verifying compliance with the System Standards and will not evaluate or provide any assurances with respect to compliance with Applicable Laws. Franchisee must not use (and must discontinue use of) any form of membership agreement that Franchisor has not approved in writing or that is no longer approved if Franchisor had previously approved such form.

Franchisee acknowledges that Franchisor and its Affiliates have the right, through the Technology System or otherwise, to independent and unrestricted access to lists of the Studio's members and/or prospects, including, but not limited to, names, addresses and other related information, all of which constitutes Customer Data. Franchisor and its Affiliates may use such Customer Data in its and their business activities subject to Applicable Laws including HIPAA; provided, however, that during the Term, Franchisor (and its Affiliates) will not use any Customer Data that Franchisor or its Affiliates learn from Franchisee or from accessing the Technology System to compete directly with Franchisee's Studio. Upon termination of this Agreement, Franchisor and its Affiliates reserve the right to make any and all disclosures and use the Customer Data in any manner that Franchisor or its Affiliates deem necessary or appropriate.

(n) **Pricing.** Franchisor reserves the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices Franchisee may charge for services and products. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which Franchisee may charge customers for the services and/or products offered by the Studio; recommending retail prices; advertising specific retail prices for some or all services or products sold at the Studio; requiring Franchisee to participate in marketing, promotional and related campaigns which may directly or indirectly impact Franchisee's retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Studio may charge the public for the services and products it offers. Franchisor may engage in any such activity either periodically or throughout the Initial Term and/or any Renewal Term. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges that the prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of the Studio and Franchisee irrevocably waives any and all claims arising from the establishment or suggestion of the Studio's retail prices.

## **7. STUDIO PROCUREMENT STANDARDS.**

(a) **Equipment, Furniture, Fixtures and Signs.** Franchisee agrees to purchase or lease all required equipment, furnishings, fixtures, signs and supplies for its Studio and the delivery of the Authorized Services, and to the extent applicable the Specialty Services, as coordinated with the Authorized Care Provider. Franchisee agrees to purchase or lease only such types, brands and models of fixtures, furniture, equipment, signs and supplies that Franchisor (i) authorizes or otherwise deems as meeting its System Standards (including its System Standards for quality, design, warranties, appearance, function and performance that Franchisor prescribes from time to time) for Restore Studios and/or (ii) are purchased from suppliers authorized or approved by Franchisor (which may include Franchisor and/or any of its Affiliates). Where Franchisor has designated an exclusive supplier for certain equipment, furnishings, fixtures, signs or supplies that are required in the operation of the Studio, including an Affiliate of Franchisor, Franchisee must acquire such equipment, furnishing, fixtures, signs or supplies only from such supplier. Franchisor may periodically modify the list of approved brands and/or suppliers at Franchisor's sole discretion. After notice of such modification, Franchisee may not reorder any brand or reorder from any supplier that is no longer approved. Franchisor's current designated ***exclusive*** suppliers for all (or the vast majority) of equipment, furnishings, fixtures, signs, medical and esthetician supplies, and certain other materials and supplies Franchisee must acquire or purchase to operate its Studio are Hyper Supply, LLC and Zimno Tech sp.z.o.o. If Franchisee is unable to take delivery of any equipment, furnishings, fixtures, signs and/or supplies shipped to Franchisee's Studio and Franchisor elects to store such items on Franchisee's behalf, Franchisee shall pay Franchisor for Franchisor's reasonable storage costs.

(b) **Alternative Approved Suppliers.** Except with respect to items for which Franchisor has designated an exclusive authorized supplier (as described in Section 7(a)), if Franchisee proposes to purchase any item from an alternative supplier who is not then approved by Franchisor, before proceeding, Franchisee and the proposed supplier must submit to Franchisor all information that Franchisor may request in order to determine whether to approve the proposed



supplier. Requests to approve suppliers of goods and services of a clinical nature related to Specialty Services may, to the extent required under Applicable Laws, require the approval or recommendation of the Studio's Authorized Care Provider. Franchisor will, in consultation with its clinical advisors as necessary, have the right to approve or disapprove any supplier at our sole discretion, and Franchisor may also approve a supplier conditionally. In evaluating any supplier Franchisee proposes, Franchisor may, subject to restrictions and conditions to protect Confidential Information, disclose to such proposed supplier Franchisor's applicable standards, specifications, processes, and procedures for the item in sufficient detail to enable the proposed supplier to demonstrate its capacity and capabilities to supply the items in accordance with Franchisor's specified requirements. Within thirty (30) days after Franchisor receive all requested information, Franchisor will communicate to Franchisee in writing its decision to approve or disapprove Franchisee's proposed alternative supplier. Franchisor will evaluate proposed alternative suppliers on their ability to comply with Franchisor's applicable standards, specifications, processes and procedures, and Franchisor will only approve those proposed alternative suppliers that meet Franchisor's standards. Franchisor may disapprove or revoke its approval of any supplier who Franchisor previously approved. Franchisee may not, after receipt of Franchisor's notice of disapproval, reorder from any supplier Franchisor has disapproved.

Franchisor may prescribe procedures for the submission of requests for approval and impose obligations on alternative approved suppliers, which will be incorporated in a written agreement with the supplier. Franchisor may obtain from Franchisee and/or such alternative approved suppliers reimbursement of its reasonable costs and expenses incurred in connection with the approval process and on-going monitoring of the supplier's compliance with its requirements. Franchisor will not profit from the sale of items to Franchisee from an alternative approved supplier. Franchisee acknowledges and agrees that Franchisor does not act as agent, representative, or in any other intermediary or fiduciary capacity for Franchisee in its relationship with any alternative approved suppliers. Franchisor may impose limits on the number of alternative approved suppliers for Franchisee and the system. Franchisor has the right to monitor the quality of services provided by alternative approved suppliers in a manner it deems appropriate and may terminate any alternative approved supplier who does not meet Franchisor's then-current System Standards that may be in effect from time to time, which Franchisor may modify at its sole discretion or in response to changes in Applicable Law.

## **8. TECHNOLOGY SYSTEM AND POS SYSTEM.**

(a) **Technology System.** Franchisee must obtain, maintain, use, and upgrade the Technology System in the operation of the Studio. Franchisor may periodically modify System Standards for the Technology System, and, if so, Franchisee will acquire (at its sole cost), such modified Technology System within thirty (30) days from the date of notice from Franchisor. Franchisee will have sole and complete responsibility for the acquisition, operation, maintenance, and upgrading of the Technology System. Franchisee shall execute any software license agreements that Franchisor or the licensor of any software requires, including any related software maintenance agreements. Franchisor may require Franchisee to maintain service support contracts and/or maintenance service contracts and to periodically update, upgrade or replace, at Franchisee's sole expense, the Technology System as Franchisor may require in its sole discretion without limitation.

The Studio's POS System must be connected to a communications medium specified by Franchisor and must be capable of being accessed by Franchisor or a designated third-party network for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering, and maintaining the POS System. Upon notice from Franchisor, at Franchisee's sole cost and expense, the POS System will be electronically linked to Franchisor's or Franchisor's Affiliate's Intranet. Franchisee will provide Franchisor access to any POS System information, at such times and in such manner as established by Franchisor in compliance with Applicable Laws, with or without notice. Franchisor may require Franchisee to periodically update, upgrade or replace, at Franchisee's sole expense, the POS System as Franchisor may require in its sole discretion without limitation. Further, the Studio must also ensure the installation and operation of the Technology System complies with all Applicable Laws including HIPAA.

(b) **Proprietary Systems.** If, as part of the Technology System, Franchisor requires Franchisee to use Franchisor's proprietary software or systems, Franchisee will promptly (at Franchisor's request) license or sublicense such software from Franchisor, its Affiliate or other designee. Franchisee shall enter into software (sub) license agreements on such licensor's then-current form. Franchisee will purchase any periodic upgrades, enhancements or replacements to the proprietary software or system at Franchisee's sole cost and expense. Franchisee must incorporate any or all required modifications or additions within thirty (30) days after receiving notice from Franchisor. Franchisee will pay to Franchisor the Technology Fee in connection with Franchisee's use and access to proprietary parts of the Technology System.

(c) **Intranet.** Franchisor may, at its option, establish and maintain an Intranet through which Franchisor and Franchisee may communicate. Franchisor will have control over all aspects of the Intranet, including the content and functionality thereof. At Franchisor's option, Franchisor may post, update and disseminate the Manual and other Confidential Information through the Intranet. Any passwords or other digital identifications necessary to access the Manual on the Intranet will constitute Confidential Information. If established, Franchisee will have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the System Standards. Franchisee acknowledges that, as administrator of the Intranet, Franchisor can access and view any communication that any Person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted or to be posted to it will become Franchisor's sole property, free of any claims of privacy or privilege that Franchisee or any other Person may assert. If established, Franchisor will have no obligation to maintain the Intranet indefinitely, and may modify or dismantle it at any time without liability to Franchisee.

(d) **Systems Access.** Franchisee may be provided access to various computer or electronic systems (or any substitute thereof), including third-party computer or electronic systems made part of the System. Franchisee will be responsible for its actions and the actions of its Personnel relating to such computer and electronic systems, including, but not limited to, use of any login credentials, passwords, or other authentication methods provided to Franchisee. All Franchisee connectivity or attempted connectivity to Franchisor's computer and electronic systems will be only through Franchisor's security gateways or Franchisor's firewalls. Franchisee will not access, and will not permit unauthorized Persons or entities within its control to access, Franchisor's computer or electronic systems without Franchisor's express written authorization. Franchisee agrees that any such actual or attempted access will be consistent with any such

authorization. Franchisee will fully comply with Franchisor's systems access requirements and related System Standards and Applicable Laws with respect to such computer and electronic systems.

## 9. MARKETING.

(a) **Brand Fund.** Recognizing the value of advertising and marketing to the goodwill and public image of the Brand, Franchisor administers a Brand Fund for the creation and development of marketing, advertising, Brand positioning (and repositioning) and related research and design programs, campaigns and materials, including digital, print, Internet and Social Media, as well as the planning and purchasing of national, regional, and/or local advertising. Franchisee must contribute the Brand Fund Contribution to the Brand Fund as set forth in Section 3(c) of this Agreement. Restore Hyper Wellness Studios operated by Franchisor (or its Affiliates) will contribute to the Brand Fund on a similar basis as Restore Hyper Wellness franchisees. Franchisor will direct all initiatives related to the positioning of the Brand using the Brand Fund, including, without limitation, (i) advertising and marketing programs (e.g., research methods, branding, creative concepts and materials, sponsorships, and endorsements used in connection therewith); (ii) selection of geographic and media markets; and (iii) media placement and the allocation thereof. Franchisor may use the Brand Fund to pay the costs of research and development, agency of record services, market research (e.g., customer engagement with the Brand, including, but not limited to, Studio design and décor, uniform design, customer service techniques, customer research and focus groups); creation and production of video, audio, electronic, and written advertising and marketing programs; administration of regional, multi-regional, and national advertising and marketing programs and sponsorships, customer research and surveys, and testing and related development activities; promotional events; purchasing and participating in online, Social Media, radio, television, and billboard advertising and programming; employing marketing, advertising and promotional agencies to assist therewith; conducting community relations activities; and supporting public relations, maintenance of the Restore Hyper Wellness websites, and online presence; and such other advertising, marketing, and promotional activities as Franchisor determines are appropriate for Restore Studios, the Marks and the System.

The Brand Fund will furnish Franchisee with samples of advertising, marketing formats, promotional formats, and other materials at no additional cost when Franchisor deems appropriate. Multiple copies of such materials will be furnished to Franchisee at Franchisee's sole cost, in addition to any related shipping, handling, and storage charges.

(b) **Accounting.** The Brand Fund is accounted for separately from Franchisor's other funds and will not be used to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs, travel expenses, and overhead as Franchisor may incur in activities related to the administration of the Brand Fund and related programs, including, but not limited to, collecting and accounting for contributions to the Brand Fund. Franchisor does not act as trustee with respect to the Brand Fund and has no fiduciary duty to Franchisee (or Franchisee's Affiliates), Owners or any other franchisees with regard to the operation or administration of the Brand Fund. Franchisor may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Studios to the Brand Fund in that year, and the Brand Fund may borrow from Franchisor or third parties to cover

deficits or may invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. Franchisor will, upon Franchisee's written request (but no more than once annually) provide a copy of its unaudited annual statement of monies collected and costs incurred by the Brand Fund. Franchisor will have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate, and such successor entity will have all of the rights and duties specified herein.

(c) **Proportionality.** Franchisee acknowledges that the Brand Fund is intended to maximize recognition of the Marks and patronage of Restore Studios generally. Although Franchisor will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit the Restore Hyper Wellness network, Franchisor is not responsible for ensuring that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund Contributions made by Restore Studios operated by franchisees in that geographic area. Additionally, Franchisor is not responsible for ensuring that Franchisee's Studio or any other Restore Studio will benefit directly or in proportion to its Brand Fund Contributions. Except as expressly provided in this Section 9, Franchisor assumes no direct or indirect liability or obligation to Franchisee (or Franchisee's Affiliates) with respect to collecting amounts due and owing to the Brand Fund, or with respect to maintaining, directing or administering the Brand Fund. Franchisor reserves the right to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies accrued as of the date of termination will be expended for its intended purposes as well as any administrative costs to terminate until all funds have been exhausted.

(d) **Local Marketing.** In addition to its obligations to contribute to the Brand Fund, Franchisee will engage in local advertising, marketing and promotional activities and campaigns in accordance with Franchisor's System Standards (or as Franchisor otherwise approves) and Applicable Laws. Franchisor may withdraw its approval at any time if any of Franchisee's activities or campaigns fail to comply with Franchisor's then-current System Standards. Franchisor may require Franchisee to retain Franchisor or a designated vendor for standard periodic fees to engage in certain marketing activities, including digital marketing. The fee collected by Franchisor shall be credited against Franchisee's local minimum advertising requirement.

Each month Franchisee must spend on local advertising, marketing, and promotions within the Designated Area in accordance with Franchisor's System Standards (or as Franchisor otherwise approves in writing) two percent (2%) of Gross Sales for such month. If Franchisor establishes an advertising cooperative pursuant to this Section 9, then Franchisee's contributions to such advertising cooperative will be included for purposes of determining whether Franchisee has satisfied its obligations under this Section 9(d).

Expenditures that qualify for the local minimum advertising requirement include the cost of implementing local marketing plans developed by Franchisor and adapted and implemented by Franchisee with Franchisor's approval, such as amounts spent for (i) advertising media and community relations (e.g., television, radio, Internet, Social Media, newspaper, billboards, posters, direct mail, collateral and promotional items); and (ii) advertising on public vehicles (transit and aerial). Franchisor may determine, in its sole judgment, that certain

expenditures are inappropriate for meeting the minimum advertising requirement, including, but not limited to, permanent on-site signs, point of purchase materials complimentary charges, donations, lighting, salaries or administrative costs, transportation vehicles (even though such vehicles may display the Marks), discounts, free offers and Personnel incentive programs. At Franchisor's request, Franchisee will furnish Franchisor with copies of all invoices and other documentation reasonably satisfactory to Franchisor to evidence Franchisee's compliance with this Section 9(d).

(e) **Special Promotions.** In addition to administering the Brand Fund, Franchisor may from time to time develop and administer advertising, marketing and sales promotional programs in which Franchisee must participate in accordance with the terms and conditions established by Franchisor for such programs. Franchisee acknowledges and agrees that any special promotional programs are in addition to Franchisee's local marketing requirements under Section 9(d). Franchisor will determine all phases of such advertising, marketing and promotion, including the type, quantity, timing, placement, choice of media, market areas, promotional programs and advertising agencies.

(f) **Grand-Opening Advertising.** In addition to Franchisee's obligation to spend minimum amounts on local marketing under Section 9(d), Franchisee agrees to spend at least \$25,000 in grand-opening advertising during the period beginning approximately three (3) to five (5) months prior to the Studio's Projected Opening Date and concluding no earlier than forty-five (45) days after the Studio begins operating. Franchisee must develop and submit to Franchisor for approval, at least six (6) months before the Projected Opening Date, Franchisee's grand-opening advertising campaign that conforms to a template provided by Franchisor. Franchisee must execute and complete the approved grand-opening advertising plan according to its timeline.

(g) **Gift Cards and Loyalty Programs.** Franchisee must (at Franchisee's expense) participate in and comply with the requirements of, any gift certificate, gift card, stored value card, customer loyalty or customer retention program (e.g., customer e-mail program), and membership program (as further set forth in Section 6(m)) that Franchisor or its Affiliates implement. Franchisee must sign the forms and take any other action that Franchisor or its Affiliates require to begin participating in such programs. Franchisee will not issue or offer any customer programs, gift certificate, gift card, stored value card, customer loyalty or retention program or membership program without Franchisor's prior written approval. Franchisor must approve in writing any coupon offer proposed by Franchisee before Franchisee offers the coupon. Franchisee is responsible for ensuring that any coupons Franchisee offers comply with Applicable Laws.

(h) **Universal Customer Membership Program.** Franchisee must participate in Franchisor's universal, multi-tier customer membership program and honor coupons, stored value cards, gift certificates, gift cards, or memberships sold or distributed by other Restore Studios and include the related proceeds in Gross Sales strictly according to the System Standards. Each month, Franchisor will provide a reconciliation report to Franchisee detailing the membership credits redeemed at Franchisee's Studio by customers of other Restore Studios, and Franchisor will reimburse Franchisee's Studio a percentage of the credit value redeemed by Franchisee's Studio for the prior quarterly period as specified in the Manual or otherwise in writing. Franchisor may

update the terms of the universal membership program from time to time, as described in Franchisor's Manual or other written policies that Franchisor makes available to Franchisee.

(i) **Truthful Advertising, Marketing, and Promotion.** Any advertising, promotion, and marketing Franchisee conducts must be factually accurate and not misleading and must conform to the System Standards, the Applicable Laws, and the highest standards of ethical marketing and any promotional policies that Franchisor periodically prescribes from time to time. Before proceeding, Franchisee must submit to Franchisor samples of all proposed advertising, promotional, and marketing materials that Franchisor has not prepared or previously approved in writing within the prior twelve (12) months. Franchisee may not use any advertising or promotional materials or engage in any advertising or promotional campaigns that Franchisor has not approved in writing or has expressly disapproved. Franchisor will own the copyrights to any materials and campaigns submitted, regardless of whether Franchisor approves such materials and campaigns. In all cases, Franchisor has control over any profiles that use or relate to the Marks, that display the Marks, or that are maintained on Social Media websites and applications and all other similar websites and applications that may exist in the future. Franchisor may use part of the Brand Fund monies collected under this Agreement to pay or reimburse the costs associated with the development, maintenance, and update of such profiles. Franchisor may (but need not) establish guidelines pursuant to which Franchisee may establish profiles or otherwise establish a presence on such Social Media websites and platforms. If Franchisor does, Franchisee must comply with the System Standards imposed periodically on social media use. Upon Franchisor's request, Franchisee must sign over control of any Social Media accounts or profiles, with network bases intact, and provide access to reports and history of promotion performance.

(j) **Advertising Cooperatives.** Franchisor may designate an advertising coverage area ("ACA"), whether local or regional, in which two (2) or more Restore Studios are located in order to establish a cooperative advertising program ("**Cooperative Program**") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchisees in the ACA will be required to participate, and all Restore Studios in the ACA that Franchisor or its affiliate own and/or manage will participate. Each Restore Studio operating in the ACA will have one vote, including Restore Studios Franchisor or its Affiliates own and/or manage.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that Franchisor determines in advance. Each Cooperative Program's purpose will be, with Franchisor's approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If Franchisor establishes a Cooperative Program for the geographic area in which the Franchisee's Studio is located, Franchisee must sign the documents Franchisor requires to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for Franchisee's ACA, Franchisee will be required to contribute two percent (2%) of the Studio's Gross Sales to the Cooperative Program weekly, monthly, or as otherwise specified by a vote of the percentage of Restore Studios operating in the ACA that is required by the cooperative's bylaws. Franchisee will not be required to contribute more than two percent (2%) of the Studio's Gross Sales to the Cooperative Program unless the percentage of the Restore Studios operating in the ACA that is required by the

cooperative's bylaws, including any Restore Studios that Franchisor or its Affiliates own and/or manage, vote to increase the contributions of all Restore Studios operating in the ACA. Any amounts Franchisee contributes to a Cooperative Program will count toward the percentage of Gross Sales Franchisee is required to spend under Subsection 9(d) to promote the Studio.

(k) Franchisee agrees to send Franchisor and the Cooperative Program any reports that Franchisor requires. The Cooperative Program and its members may not use any advertising or promotional plans or materials without Franchisor's prior written consent.

(l) **Digital Marketing.** As part of the Brand Fund (or otherwise), Franchisor may establish and operate websites, Social Media accounts, applications, keyword or ad word purchasing programs, mobile applications ("**Mobile Apps**"), or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that are intended to promote the Brand and/or the network of Restore Studios.

Franchisee may be required to enter into a license agreement related to the use of Mobile Apps, and Franchisor may require Franchisee to promote the use of the Mobile Apps in the Studio or to provide content to be included in the Mobile App. Franchisor may add, update, discontinue, or modify any Mobile Apps from time to time in its sole discretion.

Franchisee may not, without Franchisor's prior written consent, directly or indirectly, (i) conduct or be involved in any Digital Marketing that uses the Brand or that relates to the Studio or the network of Restore Studios, (ii) establish or maintain any Social Media accounts utilizing any usernames, or (iii) associate with any of the Marks. Franchisor may require any third-party digital marketing agency retained by Franchisee to enter into a management services agreement with Franchisor (or Franchisor's Affiliate) on terms and conditions that are satisfactory to Franchisor.

If Franchisor permits Franchisee to conduct Digital Marketing, Franchisor may designate regional or territory-specific usernames/handles for Franchisee's use. Franchisee and its employees must adhere to any Social Media policies that Franchisor establishes from time to time.

## **10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) **Business Entity Franchisee.** Franchisee and each Owner represents, warrants and agrees that: (i) Franchisee is duly organized and validly existing under the laws of the state of its organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity; (ii) Franchisee is duly qualified to transact business in the state in which its Studio is located; (iii) Franchisee has the authority to execute and deliver this Agreement and to perform its obligations hereunder; (iv) true and complete copies of the articles or certificate of incorporation, articles of organization, operating agreement or principles, partnership agreement, bylaws, trust agreements and all other documents relating to its ownership, organization, capitalization, management and control, and any amendments thereto ("**Organizational Documents**") shall be promptly delivered to Franchisor; (v) Franchisee's activities are restricted to those necessary solely for the development, ownership and operation of Restore Studios in accordance with this Agreement and in accordance with any other agreements entered into with Franchisor (or any of Franchisor's Affiliates); (vi) all certificates representing direct or indirect legal or beneficial

ownership interests now or hereafter issued must bear a legend in conformity with Applicable Law reciting or referring to such restrictions; and (vii) if Franchisee is a corporation, partnership, limited liability company or other legal entity, as applicable, then Franchisee will promptly deliver to Franchisor a Secretary's, Clerk's, or Trustee's Certificate, or such other evidence satisfactory to Franchisor, that the execution, delivery and performance of this Agreement and all other agreements and ancillary documents contemplated hereunder have been duly authorized by all necessary action by Franchisee.

(b) **Disclosure of Ownership Interests.** Franchisee and each of its Owners represents, warrants and agrees that Exhibit C is current, complete and accurate. Franchisee agrees that an updated Exhibit C will be furnished promptly to Franchisor, at any time necessary to ensure that such exhibit (as so revised and signed by Franchisee) is at all times current, complete and accurate. Each Person who is or becomes an Owner must execute a guarantee or other agreement in the form Franchisor prescribes, undertaking to be bound jointly and severally by the terms of this Agreement, the current form of which is attached hereto as Exhibit F. Each person who is or becomes an Owner (and who for any reason does not execute this Agreement) must execute an agreement in the form Franchisor prescribes, undertaking to be bound by the confidentiality and non-competition covenants contained in the Agreement, the current form of which is attached hereto as Exhibit G. Each Owner must be an individual acting in his/her individual capacity, except as otherwise approved by Franchisor.

(c) **Gratuities; Gifts; Conduct and Employment Matters.**

(1) Neither Franchisee nor any Owner will make or offer a gratuity or gift of any kind to any of Franchisor's employee or any of Franchisor's Affiliates' employees (or any family member of such employee) that could be viewed as relating to an actual or potential business relationship with Franchisor (or Franchisor's Affiliates). Gifts include entertainment, personal services, favors, discounts and other preferential treatment of any kind. Franchisor may interpret such action as an improper attempt to influence the employee of Franchisor (or Franchisor's Affiliate), as applicable. For the avoidance of doubt, gifts do not include reasonable food and beverages at a meeting between Franchisor and Franchisee or other customary courtesies.

(2) Franchisee represents and warrants that it will comply with all of Franchisor's policies relating to ethical and professional conduct. Franchisee will provide wages and benefits and maintain Personnel work hours in compliance with Applicable Law. Franchisee will not utilize forced, prison or child labor. No Person may be employed at an age younger than that permitted by Applicable Law, and each employee's age will be appropriately documented.

(d) **Regulatory Reviews and Approvals.** Franchisee represents and warrants that it has retained its own independent legal counsel to advise Franchisee regarding the Authorized Care Provider Regulations and requirements regarding Authorized Care Providers, the Authorized Services, and the Specialty Services.

## **11. MANAGEMENT AND PERSONNEL.**

Franchisee will train and supervise a sufficient number of qualified Personnel to meet its obligations under this Agreement. Franchisee will maintain a competent, conscientious, trained



staff and take such steps as are necessary to ensure that its Personnel preserve good customer relations and fully comply with Applicable Law.

(a) **Operator**. Franchisee shall designate in Exhibit C as the “**Operator**” an individual approved by Franchisor who must: (i) have the authority to bind Franchisee regarding all communications with Franchisor and operational decisions with respect to its Restore Studio, (ii) have completed Franchisor’s initial training program to Franchisor’s satisfaction; (iii) exert substantially all of his or her time and best efforts to the development and operation of the Restore Studio and any other Restore Studios that Franchisee (or any of Franchisee’s Affiliates) owns. Franchisee agrees to cause the Operator to execute Franchisor’s then-standard confidentiality and non-competition agreement. Franchisee’s Studio at all times must be managed by Franchisee’s Operator or by a General Manager who has completed the appropriate training programs.

If, during the Initial Term, the Operator is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section 11(a), Franchisee must promptly notify Franchisor in writing and designate a replacement within thirty (30) days after the Operator ceases to serve. The replacement being subject to the same qualifications described above. Franchisee must provide for interim management of all Studios owned by Franchisee or any of its Affiliates that the Operator supervised until such replacement is so designated with such interim supervision to be conducted in accordance with the terms of this Agreement.

(b) **General Manager, Lead Nurse and Lead Esthetician**. At least 60 days prior to the Projected Opening Date, Franchisee must designate and thereafter retain at all times (i) a General Manager qualified to manage the Studio, (ii) a Lead Nurse qualified to supervise administration of the Authorized Services and, to the extent applicable, to support the administration and delivery of the Specialty Services in support of the Authorized Care Provider in accordance with the System Standards, and (iii) a Lead Esthetician qualified to administer esthetic services. All must complete Franchisor’s initial training program to Franchisor’s reasonable satisfaction. Franchisee agrees to cause the General Manager, Lead Nurse, and Lead Esthetician to execute Franchisor’s then-standard confidentiality and non-competition agreement. If the General Manager, Lead Nurse, or Lead Esthetician discontinue to serve in their respective capacities or no longer meet the qualifications for their positions, Franchisee must promptly notify Franchisor and designate a replacement within thirty (30) days thereafter meeting Franchisor’s then-current qualifications. Franchisee must provide for interim management of the Studio until such replacement is so designated, with such interim supervision to be conducted in accordance with the terms of this Agreement.

(c) **Other Personnel**. Franchisee will be solely responsible for all employment and Personnel decisions involving its Personnel, including, but not limited to, the hiring, firing, discipline, supervision, direction, scheduling, and compensation. Franchisee will ensure that all of its Personnel receive such training from Franchisee, as Franchisor may require. Franchisor will not be involved in, or responsible for, training, employment, compensation or any other Personnel matters and decisions made by Franchisee, as further described in Section 11(d).

(d) **Interference with Employees.** Franchisee acknowledges that it is an independent business and responsible for the control and management of the day-to-day operations of the Studio and its Personnel, including, but not limited to, the hiring and discharging of Franchisee's Personnel and setting and paying wages and benefits of Franchisee's Personnel. Franchisee acknowledges that Franchisor has no power, responsibility or liability with respect to hiring, discharging, setting and paying of wages or related matters, it being understood that Franchisee has the sole power, exclusive responsibility and liability for such matters. Franchisee further acknowledges that none of its Personnel will be deemed to be an employee of Franchisor (or Franchisor's Affiliates) for any purpose whatsoever, and no act by Franchisor to protect the Brand, including, but not limited to, the System or Marks shall not be construed as shifting any Personnel or employment-related responsibility from Franchisee to Franchisor.

(e) **Assumption of Management.** Franchisor may, but need not, assume the Studio's management (or appoint a third party to assume its management) if: (1) in Franchisor's judgment, the Studio is not being managed properly any time after the Operator and/or the General Manager cease(s) to continue to serve in such capacity; (2) Franchisee abandons or fails actively to operate the Studio; (3) Franchisee fails to comply with any provision of this Agreement or any System Standard and does not cure the failure within the time period Franchisor specifies in its notice to Franchisee; or (4) this Agreement expires or is terminated and Franchisor is deciding whether to exercise its option to purchase the Studio under Section 19 below. All funds from the Studio's operation while it is under Franchisor's (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. Franchisor may charge Franchisee (in addition to the Royalty Fees, Brand Fund Contributions, and other amounts due under this Agreement) Ten Percent (10%) of the Gross Sales the Studio earns during such period that Franchisor (or the third party) assumes the Studio's management under this subparagraph, subject to a minimum monthly fee of \$5,000. Franchisor (or a third party) has a duty to utilize only reasonable efforts and will not be liable to Franchisee or Franchisee's Owners for any debts, losses, or obligations the Studio incurs, or to any of Franchisee's creditors for any products, other assets, or services the Studio purchases, while Franchisor (or a third party) manages it.

## **12. RECORDS, AUDITS, AND INSPECTIONS.**

(a) **Accounting and Records.** Franchisee will obtain and be solely responsible for its own accounting services and any required hardware or software related thereto. Franchisor may, at its sole option, designate preferred providers of accounting services and software. Franchisee will at all times maintain accurate and complete records in accordance with the System Standards, including, sales, inventory and expense information, in order to generate the reports requested by Franchisor.

(b) **Inspections and Audits.** Provided Franchisor uses reasonable efforts to avoid any disruption of or interference with the operation of the Studio during normal business hours Franchisor and its designated agents or representatives will have the right at any time to take the following actions:

(1) enter the Premises, observe, photograph and videotape the operations of the Studio and performance of the Services for such consecutive or intermittent periods as Franchisor

deems necessary and otherwise inspect the Studio (including inspections by third party vendors retained by Franchisor to perform “mystery shops,” for which Franchisor may require Franchisee to pay Franchisor’s then-current mystery shopper fee);

(2) consult with Personnel and customers of the Studio;

(3) perform KPI Assessments and advise Franchisee of corrective actions that must be taken for any key performance level that Franchisee fails to satisfy upon any such KPI Assessment, and, where Franchisee fails to satisfy the minimum score for the same key performance indicator during two or more consecutive KPI Assessments, assess the then-current corrective action fee; provided, Franchisee’s payment of such corrective action fee or performance of any corrective action will not constitute an election of remedies or waiver of any right or remedy of Franchisor under this Agreement, at law or in equity; and

(4) inspect, examine, audit, and copy any books and records relating to the operation of the Studio. Franchisee will fully cooperate with Franchisor in connection with any such activities; present to its customers such evaluation forms that Franchisor periodically prescribes; and participate and/or request its customers to participate in any surveys performed by Franchisor or on its behalf. Franchisor will notify Franchisee in writing of any unsatisfactory conditions discovered as it deems appropriate. If notified by Franchisor of any unsatisfactory conditions, Franchisee will promptly correct and repair, as applicable, any such conditions. If Franchisee fails to correct any unsatisfactory conditions within a reasonable time after notification of such condition, not to exceed thirty (30) days, Franchisor has the right to correct such unsatisfactory condition and charge Franchisee Franchisor’s costs and expenses incurred in correcting such condition. Any audit, examination, or inspection will be at Franchisor’s cost and expense, unless (i) Franchisor is conducting the audit, examination, or inspection due to Franchisee’s failure to submit reports or (ii) the reports submitted by Franchisee for the Month show an understatement of Gross Sales by five percent (5.0%) or more and/or a corresponding underpayment of Royalty Fees, Brand Contribution and/or Local Marketing Expenditure, in which cases all reasonable and necessary costs and expenses related to such audit, examination or inspection will be paid by Franchisee. Franchisee will immediately pay Franchisor upon demand any deficiency in any fees plus interest as specified in Section 4. Franchisee’s payment of such fees and interest will not constitute an election of remedies or waiver of any right or remedy of Franchisor under this Agreement, at law or in equity.

(c) **Financial Reports.** Within twenty (20) days after the end of each calendar quarter, Franchisee will deliver to Franchisor an unaudited profit and loss statement and balance sheet with respect to the operation of the Studio during the immediately preceding calendar quarter. Within sixty (60) days after the end of each fiscal year, Franchisee will deliver to Franchisor an annual unaudited profit and loss, a source and use of funds statements, and a balance sheet as of the end of such fiscal year. Franchisee will also deliver to Franchisor any other financial data, tax statements or other financial reports that Franchisor may reasonably periodically request, in the form, manner, and frequency requested. Each report will be signed or otherwise verified by Franchisee that such data, statement and reports are true, accurate and complete.

### 13. INSURANCE AND COMMERCIAL SURETY BOND.

(a) **Insurance.** Franchisee must maintain in force: (a) commercial general liability insurance; (b) products-completed operations insurance; (c) personal injury and advertising injury insurance; (d) damage to premise rented; (e) hired and non-owned auto liability insurance; (f) professional liability insurance; (g) medical expense insurance; (h) business personal property insurance; (i) business interruption coverage; (j) workers compensation (statutory amounts); (k) employers' liability insurance; and (l) those other insurance policies as we may determine. All insurance policies must: (1) be issued by reputable carriers licensed to do business in the state with an AM Best rating of "A-" or higher or otherwise approved by Franchisor; (2) contain such types and minimum amounts of coverage, exclusions and maximum deductibles as Franchisor prescribes from time to time in the Manual; (3) name Franchisor (and Franchisor's Affiliates) as additional insureds (with respect to liability insurance only); (4) provide for thirty (30) days' prior written notice to Franchisor of any material modification, cancellation or expiration of such policy; (5) include a waiver of subrogation; and (6) include such other provisions as Franchisor may require from time to time. Franchisee's insurance must apply on a primary and non-contributory basis. Franchisor must also approve any assumption of risk by Franchisee in connection with the Studio or Franchisee's operations that is not already covered by a third-party insurance policy or a qualified self-insured program. Subject to the minimum required policies Franchisor specifies, Franchisee is solely responsible for determining the types and amount of insurance Franchisee will need to operate the Studio.

Franchisee must furnish Franchisor with such evidence of insurance coverage on an annual basis and payment of premiums as Franchisor may request. If Franchisee fails or refuses to maintain any required insurance coverage, or to furnish satisfactory evidence of such coverage, Franchisor, at its option and in addition to its other rights and remedies hereunder, may obtain such insurance coverage on Franchisee's behalf. If Franchisor elects to do so, Franchisee must fully cooperate with Franchisor in its effort to obtain such insurance policies and pay Franchisor any costs and premiums it incurs.

For the avoidance of doubt, Franchisee's obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance Franchisor may choose to maintain, nor does it relieve Franchisee of its obligations under Section 20.

(b) **Commercial Surety Bond.** Unless Franchisor agrees otherwise, Franchisee, at its own cost and expense, must purchase and maintain in effect at all times during the term of this Agreement, a commercial surety bond guaranteeing the customer obligations and services of the Studio. The commercial surety bond must meet the minimum required policies specified by Franchisor, which may include that Franchisee purchase the commercial surety bond from a vendor designated by Franchisor. Notwithstanding the foregoing, Franchisee is solely responsible for determining the amount of the commercial surety bond needed to meet the customer obligations and related services of the Studio. If Franchisee fails to obtain or maintain such commercial surety bond, then Franchisor may obtain such commercial surety bond on Franchisee's behalf, and Franchisee must reimburse Franchisor for any and all costs and expenses associated with securing Franchisee's commercial surety bond.

#### 14. PROTECTION OF MARKS AND RELATED INTELLECTUAL PROPERTY.

(a) **Goodwill in Marks and Intellectual Property.** Franchisor (or Franchisor's Affiliates) are the exclusive owner of the Marks and all other Intellectual Property provided or to be provided to Franchisee. Franchisee's right to use the Marks and any other Intellectual Property is derived solely from this Agreement and is limited to Franchisee's operation of the Studio pursuant to and in compliance with this Agreement. Franchisee's use of the Marks and any goodwill associated with such use and any other Intellectual Property will be exclusively for Franchisor's benefit. This Agreement does not confer any goodwill or other interests in the Marks or other Intellectual Property upon Franchisee.

(b) **Limitations on Franchisee's Use of Marks.** Franchisee will use the Marks as the sole identification of the Studio, except that Franchisee must identify itself as the independent owner thereof in the manner Franchisor prescribes. Franchisee may not use any Mark as part of any Entity name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Franchisee hereunder), or in any modified form. Additionally, Franchisee may not use any Mark in connection with (i) the performance of any unauthorized services or sale of any unauthorized products; (ii) as part of any domain name, electronic address, metatag, or otherwise on the Internet or in connection with any website (unless expressly authorized in writing by Franchisor); or (iii) in any other manner that Franchisor has not expressly authorized in writing. Franchisee will display the Marks in the manner Franchisor prescribes at the Studio, on supplies or materials Franchisor designates, and in connection with forms and advertising and marketing materials.

(c) **Intellectual Property Rights.** Franchisor (or Franchisor's Affiliates) will be the sole owner of all right, title and interest in and to any Intellectual Property created as a result of or related to the operation of the Studio and any improvements, modifications or derivative works of Franchisee's operation of the Studio or other activities under this Agreement. Franchisor does not grant Franchisee any ownership interest or right with respect to any Intellectual Property created as a result of Franchisee's operation of the Studio. Franchisor's default under or termination of this Agreement will not impact Franchisor's rights in the Intellectual Property. Franchisee agrees (on behalf of itself and on behalf of its Owners, Affiliates and its and their respective Personnel), without reservation, to irrevocably sell, assign, transfer and convey, and will be deemed to have irrevocably sold, assigned, transferred, and conveyed to Franchisor, its successors, assigns and legal representatives, all right, title and interest (past, present, future, and throughout the world) in and to any rights to any Intellectual Property related to the operation of the Studio; and any and all claims, of any nature whatsoever, for past, present or future infringement or violation of such Intellectual Property rights.

If Franchisee (or any of its Owners or Affiliates, or Franchisee's and their respective Personnel) has any rights to work product that cannot be assigned to Franchisor, then Franchisee (and all of its Owners and Affiliates and its and their respective Personnel), as applicable, unconditionally and irrevocably waives the enforcement of such rights; provided that, if such rights cannot be waived, then Franchisee (on behalf of itself, its Owners and Affiliates, and Franchisee's and their respective Personnel), grants to Franchisor a fully paid-up, exclusive, irrevocable, perpetual, worldwide license to display, copy, distribute, perform or use in any manner

and to make derivative works of the work product. Franchisee will assist Franchisor with registering and recording (as may be required by Applicable Law or requested by Franchisor), and from time to time, enforcing all rights in the Intellectual Property, and other rights and protections relating to the work product created hereunder in any and all countries. Franchisee will execute (and cause its Owners, Affiliates and its and their respective Personnel) any documents and take all other actions necessary to effectuate the purposes of this Section 14(c). Franchisee must include the requirements of this Section 14(c) in all agreements with its Owners, Affiliates and Personnel.

(d) **Notification of Infringements and Claims.** Franchisee will notify Franchisor immediately of any apparent or suspected infringement of or challenge to its use of the Marks or other Intellectual Property, or of any claim by any Person of rights to the Marks or other Intellectual Property. Franchisee will not communicate with any Person other than Franchisor (or its Affiliate) and its (or its Affiliate's) attorneys, and Franchisee's attorneys, in connection with any such infringement, challenge or claim. Franchisor (or its Affiliate) has the sole right and option to take such action as it deems in its sole and absolute discretion appropriate and the right to control exclusively any litigation arising out of any such threat or claim of infringement, challenge or claim or otherwise relating to the Marks or other Intellectual Property, including, but not limited to, the taking of such legal steps as may be available to Franchisor (or its Affiliate) under Applicable Law to prevent infringement of the rights granted under this Agreement. Franchisee will sign any and all instruments and documents and take any actions that may be necessary or advisable, in Franchisor's (or its Affiliates') sole discretion, to protect Franchisor's (or its Affiliates') interests in the Marks and other Intellectual Property.

(e) **Discontinuance of Use of Marks or Intellectual Property.** Franchisor may, at any time, at its sole option, require Franchisee to use any additional or alternative Marks or other Intellectual Property. If Franchisor deems it advisable to (1) modify or discontinue the use of any Mark or other Intellectual Property or (2) use one or more additional, alternative or substitute trade or service marks, then Franchisee must fully comply with Franchisor's directions within a reasonable time after receiving notice from Franchisor. Franchisee must pay all costs and expenses relating to the modification or discontinuance of the use of any Mark, other Intellectual Property and/or the use of one or more additional, alternative, or substitute trademarks or service marks. All provisions of this Agreement applicable to the Marks and other Intellectual Property apply to any additional, alternative, or substitute trademarks and service marks, or any other commercial symbols that Franchisor authorizes Franchisee to use pursuant to this Agreement.

(f) **Indemnification of Franchisee Regarding Marks.** Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's authorized use of any Mark pursuant to and in compliance with this Agreement and for all costs Franchisee actually and reasonably incurs in defending any such claim brought against it, except as provided herein; provided that (i) Franchisee has timely notified Franchisor of such claim and (ii) Franchisee and Franchisee's Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with Franchisor or any of its Affiliates. Franchisor, at its sole discretion (or Franchisor's Affiliate's sole discretion), is entitled to prosecute, defend or settle any proceeding arising out of Franchisee's use of any Mark pursuant to this Agreement. If Franchisor (or its Affiliates) undertakes to prosecute, defend or settle any such matter, then Franchisor has no obligation to

indemnify or reimburse Franchisee for any fees or disbursements of any legal counsel retained by Franchisee.

(g) **Ideas and Concepts.** From time to time in connection with the operation of the Studio, Franchisee may create or develop Ideas and Concepts that Franchisee believes will improve the Services, System or the Studios. Franchisee represents and warrants that it will promptly disclose such Ideas and Concepts to Franchisor and will not implement such Ideas and Concepts without Franchisor's prior written approval. Franchisor may elect to use or adopt such Ideas and Concepts if Franchisor determines in its sole discretion that such adoption or use will benefit the Restore Hyper Wellness network. Any Ideas and Concepts used or adopted by Franchisor will be deemed to be part of the System without any compensation payable to Franchisee by Franchisor. All Ideas and Concepts, whether or not constituting protectable Intellectual Property, and whether created by or on behalf of Franchisee (or any of Franchisee's Owners or Personnel) in connection with the Studios, will be deemed to be Franchisor's sole and exclusive Intellectual Property. Franchisee (on behalf of itself and its Owners and Personnel) agrees to assign all rights in any Ideas and Concepts to Franchisor or any of its Affiliates and will execute and deliver all such additional instruments and documents as Franchisor may request to evidence such assignment and Franchisor's (or any of its Affiliate's) ownership of such Ideas and Concepts.

## **15. TRANSFERABILITY OF INTEREST.**

(a) **Transfer by Franchisor.** This Agreement is and any of Franchisor's rights, obligations and interests herein are fully assignable by Franchisor, in whole or in part, without the consent of Franchisee, and inures to the benefit of any assignee or other legal successor to the interests of Franchisor. If any such assignee expressly agrees to assume Franchisor's obligations under this Agreement, then upon such assumption Franchisor (and its Affiliates) will be fully released of any and all liabilities accruing from and after the date of assumption. Franchisor may also (i) assign any or all of its rights, obligations and interests under this Agreement to an Affiliate; (ii) sell or encumber its assets, its Marks or its System to any third party; (iii) merge, acquire other Entities or be acquired by another Entity; (iv) engage in a public offering of its securities; (v) engage in a private placement of some or all of its securities; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; provided that the new owner of Franchisor or the surviving Entity (in the event of a merger or acquisition) will assume all of Franchisor's obligations hereunder accruing from and after the date of assumption. Franchisor may take or perform any such actions without liability or obligation to Franchisee, and Franchisee expressly waives any claims, demands, or damages arising from or related to any or all of the above actions or variations thereof.

(b) **Transfer by Franchisee.** The rights and duties created by this Agreement are personal to Franchisee and its Owners, and Franchisor has granted rights under this Agreement in reliance upon the representations and warranties, business skill, financial capacity and personal character of Franchisee and its Owners. Accordingly, no Transfer may occur, is permitted, or is authorized without Franchisor's prior written approval, subject to the conditions below.

(c) **Conditions for Approval of Transfer.** Subject to Section 15(f), Franchisor will approve a Transfer only if the conditions set forth in this Section 15(c), are met prior to or concurrently with the proposed effective date of the Transfer:

(1) Franchisee (and its Owners) has paid all Royalty Fees and all other amounts owed to Franchisor (and its Affiliates), submitted all required Reports and other statements and data and otherwise is in full compliance with this Agreement as of the date of Franchisee's request for Franchisor's approval of the proposed Transfer through and until the effective date of the Transfer.

(2) The proposed transferee (and its direct and indirect Owners): (A) have the business experience, aptitude, assets and financial resources to, according to sufficient evidence available to Franchisor, operate the Studio; (B) is of good character, passes a background check processed by Franchisor's approved vendor, and otherwise meets Franchisor's then-applicable System Standards for being a Franchisee and operating a Studio; (C) is not engaged and will not engage in operating or owning a Competitive Business, and the proposed transferee will engage only in the operation of the Studio, unless otherwise approved in writing by Franchisor; and (D) will promptly and fully cooperate with all reasonable due diligence requests by Franchisor, and if additional time is reasonably needed, then prior to the proposed effective date of the Transfer.

(3) The transferee and its Owners as specified by Franchisor will complete the initial training program and provide Franchisor with a business plan for the Studio acceptable to Franchisor.

(4) The transferee and each of its Owners specified by Franchisor will (A) execute and agree to be bound by all of the terms and conditions of Franchisor's then-current form of franchise agreement (which will contain a term equal to the remaining Initial Term under this Agreement and may contain provisions, including financial terms, such as royalty fees, materially different from this Agreement) and all ancillary agreements that Franchisor then requires for franchisees and owners or (B) at Franchisor's option, assume Franchisee's (and its Owners') obligations under this Agreement and ancillary agreements.

(5) Franchisee and the transferee and its Owners have agreed to the terms of a purchase and sale agreement for the Studio and submitted the terms to Franchisor in such form and including such content that Franchisor prescribes from time to time.

(6) Franchisee pays to Franchisor its then-current standard transfer fee in connection with the Transfer, which may vary depending on whether the Transfer is of a controlling interest or a non-controlling interest in Franchisee or the franchised business granted to Franchisee hereunder.

(7) Franchisee (and its Owners) have executed a general release in a form and substance satisfactory to Franchisor, releasing Franchisor Indemnities from any and all claims.

(8) Franchisee will assign all membership agreements to the transferee in accordance with Applicable Law and the System Standards.



(9) The transferee and its Owners shall have complied with any other conditions that Franchisor reasonably requires from time to time as part of its Transfer policies, provided that such conditions will not be more stringent than any conditions imposed on new franchisees signing the then-current franchise agreement.

(d) **Effect of Franchisor's Consent.** Any Transfer or attempted transfer without Franchisor's consent constitutes an Event of Default rendering such Transfer void and of no effect. Franchisor's consent to a Transfer does not constitute a representation as to the fairness of the terms of any contract between Franchisee and the transferee, (i) a guarantee of the prospects of success of the Studio or transferee, (ii) a waiver or release of any claims Franchisor may have at any time against Franchisee (or its Owners), or (iii) its waiver of Franchisor's right to demand the transferee's strict compliance with any of the terms or conditions of this Agreement.

(e) **Transfer Upon Death or Permanent Disability.** If any Owner dies or becomes permanently disabled, such Owner's executor, administrator, or other personal representative must Transfer such Owner's interest in this Agreement or in Franchisee (including a Transfer by bequest or inheritance) to a third party approved by Franchisor in accordance with Section 15(c) within a reasonable period of time not to exceed six (6) months from the date of the Owner's death or permanent disability.

(f) **Franchisor's Right of First Refusal.** If Franchisee or any of Franchisee's Owners desire to make a Transfer of the Franchise for consideration (i.e., other than by will, gift or intestate succession), Franchisee or such Owner must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least five percent (5%) of the offering price from a qualified and fully disclosed purchaser and must deliver immediately to Franchisor a true, accurate and complete copy of such offer. If the offeror proposes to buy any other property or rights from Franchisee (or any Owners or Franchisee's Affiliates) other than rights under area development agreements or other franchise agreements for Studios as part of the bona fide offer, the proposal for such other property or rights must be set forth in a separate, contemporaneous offer that is disclosed to Franchisor. The price and terms of purchase offered to Franchisee or the Owners for the Transfer must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

Franchisor has the option, exercisable by notice delivered to Franchisee or the Owners, as applicable, within thirty (30) days from the date of delivery of a complete and accurate copy of such offer to Franchisor, to purchase Franchisee's interest for the price and on the terms and conditions contained in such offer or to assign Franchisor's option to a third party of Franchisor's choice; provided that: (a) Franchisor may substitute cash for any form of payment proposed in such offer; (b) Franchisor's credit will be deemed equal to the credit of any proposed purchaser; and (c) Franchisor will have not less than 120 days (i.e., six months) from the option exercise date to consummate the transaction. Franchisor has the right to investigate and analyze the business, assets and liabilities and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of Franchisor's right of first refusal. Franchisor may conduct such investigation and analysis in any manner that Franchisor deems reasonably appropriate and Franchisee (and its Owners) must cooperate fully with Franchisor in connection with such investigation and analysis.

If Franchisor exercises its option to purchase such interest, Franchisor is entitled to purchase such interest subject to all representations and warranties, releases, non-competition covenants, closing documents and indemnities, as Franchisor may reasonably require. If Franchisor does not exercise its option to purchase, then Franchisee (or its Owners) may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to Franchisor's express written approval of the Transfer; provided, however, that if the sale to such offeror is not completed within one hundred and twenty (120) days after delivery of such offer to Franchisor, or if there is a material change in the terms of the offer, then Franchisee must promptly notify Franchisor and Franchisor will have an additional thirty (30) calendar day option to purchase (on the terms of the revised offer, if any, as set forth therein) following Franchisee's notification to Franchisor of the expiration of the one hundred and twenty (120) calendar day period or the material change to the terms of the offer.

## **16. RESTRICTIVE COVENANTS.**

Franchisee recognizes that Franchisor has developed and owns the goodwill in the Brand and must protect the Marks, Confidential Information, and System. Franchisee and its Owners each acknowledges and agrees that the access to and use of Confidential Information authorized by this Agreement are among the consideration for the restrictive covenants set forth in Section 16(a). Franchisee (and its Owners) each further acknowledges and agrees that the restrictive covenants set forth in Section 16(a) are necessary to prevent Franchisor from suffering irreparable harm. THE FOREGOING ACKNOWLEDGMENTS AND AGREEMENTS ARE A MATERIAL INDUCEMENT FOR FRANCHISOR TO ALLOW FRANCHISEE AND ITS OWNERS TO HAVE ACCESS TO AND USE CONFIDENTIAL INFORMATION.

(a) **Non-Compete**. Franchisee (and its Owners) covenant and agree that during the Term, and for a continuous uninterrupted period of two (2) years following its expiration, termination, or an approved Transfer (and with respect to an Owner, following the date the Owner ceases to be an Owner under this Agreement), neither Franchisee nor any of its Owners, as applicable, will, without Franchisor's prior written consent (which consent may be withheld at Franchisor's discretion), either directly or indirectly, for itself or themselves, or through, on behalf of, or in conjunction with, any Person or Entity:

(1) Divert or attempt to divert any actual or prospective business or customer of the Studio to any Competitive Business, by direct or indirect inducement or otherwise.

(2) Do or perform, directly or indirectly, any other act injurious to or prejudicial to the goodwill associated with the Marks and the System.

(3) Own, maintain, operate, be employed by, engage in, franchise, lease property to, advise, help, make loans to, or have any interest in, either directly or indirectly, any Competitive Business or any business that grants licenses or franchises for any Competitive Business.

During the Initial Term, these restrictions apply to any Competitive Business located anywhere. Following the expiration of the Initial Term, termination of this Agreement, or an approved Transfer of this Agreement (and with respect to an Owner, following the date the Owner ceases to

be an Owner under this Agreement), this restriction will apply to any Competitive Business located: (A) within the Designated Area; (B) at or within five (5) miles of the Studio; or (C) within five miles of any Restore Studio then operating or under construction in the United States. If, at any time during the two (2) year period following the expiration, termination, or approved Transfer of this Agreement (or the date any Owner ceases to be an Owner under this Agreement), Franchisee or any of its Owners fails to comply with its obligations under this Section 16(a), then such period of non-compliance will not be credited toward satisfaction of the two (2) year period.

(b) **Non-Disclosure of Confidential Information.** Franchisee and its Owners each acknowledges that Franchisor may provide Franchisee and its Owners with Confidential Information that derives value from not being generally known in the industry and that is reasonably necessary for the operation of the Studio. Further, Franchisee has entered into this Agreement in order to use such Confidential Information to the economic benefit of Franchisee. Franchisee agrees that Confidential Information remains Franchisor's sole property. Franchisor will take reasonable steps to mark as "confidential" or "proprietary" any Confidential Information that it deems as such, but the failure to mark such Confidential Information will not cause it to be public information or otherwise not protected as Confidential Information. Franchisee and each of its Owners will not use, duplicate, or disclose to others any Confidential Information, except as expressly authorized by Franchisor in writing. Franchisee will implement measures to maintain the confidentiality of such Confidential Information that are no less strict than the measures that Franchisee uses to protect its own confidential information. To the extent that any Confidential Information is to be provided to Franchisee's advisors, representatives, agents or any Personnel, Franchisee agrees to cause each individual who receives Confidential Information to use such Confidential Information solely in connection with their respective roles with the Studio and execute Franchisor's then-standard confidentiality and non-disclosure agreement, the current form of which is attached as Exhibit G to this Agreement.

(c) **Ownership.** All Confidential Information furnished or disclosed by Franchisor to Franchisee (or any of its Owners) or otherwise obtained by Franchisee (or its Owners) is and will remain Franchisor's sole property. Any reproductions, notes, summaries, or similar documents relating to the Confidential Information (and any files, memoranda, reports, price lists, proprietary information, and other documents relating to the System), will become and remain Franchisor's Intellectual Property immediately upon their creation, and Franchisor will own all rights, title and interest in such Intellectual Property. Upon the expiration or termination of this Agreement, Franchisee will immediately return all copies of such Confidential Information and Intellectual Property to Franchisor. Franchisee must promptly reveal to Franchisor any discoveries, inventions, innovations or improvements made by Franchisee (or its Owners, Personnel or independent contractors) relating to the System or any Confidential Information. Further, all proprietary interests in any devices, information, know-how, materials, methods, processes and techniques utilizing those discoveries, inventions, innovations, and improvements are Franchisor's exclusive Intellectual Property.

## 17. TERMINATION OF AGREEMENT.

The occurrence of any of the following are material breaches that will adversely and substantially affect Franchisor's interests and will be deemed an "Event of Default" constituting just cause for exercising any of the remedies set forth herein.

(a) **Immediate Termination.** This Agreement will automatically terminate without notice, at Franchisor's discretion, if (i) Franchisee becomes insolvent by reason of its inability to pay its debts as they mature; (ii) Franchisee is adjudicated bankrupt or insolvent; (iii) Franchisee files a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States or has such a petition filed against it which is not discharged within thirty (30) days; (iv) a receiver or other custodian, permanent or temporary, is appointed for Franchisee's business, assets or property; (v) Franchisee requests the appointment of a receiver or makes a general assignment for the benefit of creditors; (vi) final judgment against Franchisee in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more remains unsatisfied of record for thirty (30) days or longer; (vii) Franchisee's bank accounts, property or accounts receivable are attached; (viii) execution is levied against Franchisee's business or property; (ix) suit is filed to foreclose any lien or mortgage against any of Franchisee's assets and such suit is not dismissed within thirty (30) days; or (x) Franchisee voluntarily dissolves or liquidates or has a petition filed for corporate or partnership dissolution and such petition is not dismissed within thirty (30) days.

(b) **Termination Upon Notice.** In addition to Franchisor's right to terminate pursuant to other provisions of this Agreement or under Applicable Law, Franchisor has the right to terminate this Agreement, effective on delivery of notice of termination to Franchisee, if Franchisee (or any of Franchisee's Owners or Affiliates) commit any of the following:

(1) fails to develop the Studio in accordance with the deadlines specified in Section 4(a) or Section 4(f);

(2) abandons or fails to actively operate Franchisee's Studio for three (3) consecutive days, except where such failure to actively operate results solely from a Force Majeure Event;

(3) surrenders or Transfers control (or attempts to transfer control) of the operation of Franchisee's Studio without Franchisor's prior written consent;

(4) makes any material misstatement or omission in connection with acquiring the franchise or entering into this Agreement, or in any other information, report, or summary provided to Franchisor at any time;

(5) suffers cancellation or termination of the lease or sublease for Franchisee's Studio;

(6) is convicted of, or pleads no contest to, a felony or other crime or offense that Franchisor reasonably believes may adversely affect the Restore Hyper Wellness network or System, or the goodwill associated with the Marks;

(7) makes any unauthorized use or disclosure of any Confidential Information or uses, duplicates, or discloses any portion of the Manual in violation of this Agreement;

(8) fails or refuses to comply with any System Standards or any other mandatory specification or operating procedure prescribed by Franchisor relating to cleanliness or sanitation of the Studio or violates any Authorized Care Provider Regulations or health, safety, or sanitation law, ordinance or regulation, that Franchisor reasonably believes may pose harm to the public or to Franchisee's or Franchisor's reputation, and Franchisee does not correct such failure, refusal or violation within twenty-four (24) hours after notice thereof is delivered to Franchisee;

(9) fails to make timely payment of any amounts due Franchisor or any of its Affiliates, and does not correct such failure within ten (10) days after written notice of such failure;

(10) fails to make a timely payment of any amount due to any third party (such as a supplier, vendor, landlord, lessor, etc.) unaffiliated with Franchisor (other than payments that are subject to bona fide dispute), and Franchisee does not correct such failure within thirty (30) days after Franchisor delivers notice of such failure to comply;

(11) fails to comply with Section 23(i) of this Agreement, or Franchisee's or any of Franchisee's Owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities;

(12) fails to maintain the insurance that Franchisor requires and does not correct the failure within ten (10) days after the Franchisor delivers written notice of that failure to Franchisee;

(13) Franchisee fails to obtain and maintain the required commercial surety bond and does not correct the failure within ten (10) days after the Franchisor delivers written notice of that failure to Franchisee;

(14) fails to comply with any other provision of this Agreement, the System Standards or any other mandatory specification or operating procedure or other obligation that Franchisor prescribes periodically in the Manual and does not correct such failure within thirty (30) days after notice of such failure to comply is delivered; or

(15) fails to comply with any provision of this Agreement on three (3) or more separate occasions within any rolling period of twelve (12) consecutive months, whether or not such breach is the same or the breach is cured after notice is delivered to Franchisee.

(c) **Franchisor's Alternative Remedies Upon Franchisee's Default.** In addition to, and without limiting, Franchisor's other rights and remedies under this Agreement, any other agreement or Applicable Law, upon the occurrence of any event giving rise to Franchisor's right to terminate this Agreement under the preceding Sections 17(a) and 7(b), Franchisor may instead elect, at Franchisor's sole option and upon providing Franchisee written notice, to take any or all of the following actions without terminating this Agreement:

(1) temporarily or permanently reduce the size of the Designated Area, in which case the restrictions on Franchisor or its Affiliates under Section 1(b) above will not apply in any geographic area removed from the preceding territorial boundaries;

(2) temporarily remove information concerning the Studio from any Website or extranet operated for the network of Restore Studios, and/or restrict Franchisee's or the Studio's participation in other programs or benefits offered on or through any such Website or extranet;

(3) suspend Franchisee's and the Studio's right to participate in any advertising, marketing, promotional, or public relations programs that Franchisor or the Brand Fund provide, authorize, or administer; or

(4) require Franchisee, Franchisee's Operator, General Manager, Lead Nurse, Lead Esthetician, and/or such other management Personnel as Franchisor may designate to attend and complete to Franchisor's reasonable satisfaction additional mandatory training programs at locations Franchisor designates. Franchisee must pay Franchisor's then-current training fee for any such additional training, and Franchisee will be solely responsible for any and all costs and expenses incurred by Franchisee, its Operator, General Manager, Lead Nurse, Lead Esthetician, and/or other management Personnel in connection with such additional training, including, but not limited to, the costs of obtaining any required certifications and compensating and paying all applicable wages and any travel, lodging, meals and other miscellaneous expenses incurred by Franchisee, Franchisee's Operator, General Manager, Lead Nurse, Lead Esthetician and other management Personnel who attend.

## **18. EFFECT OF TERMINATION, EXPIRATION, OR NON-RENEWAL.**

Upon expiration or termination of this Agreement:

(a) **Payment of Amounts Owed.** Franchisee will pay to Franchisor within fifteen (15) days after the effective date of expiration or termination of this Agreement, or on such later date that the amounts due are determined, (i) any such fees, (ii) amounts owed for purchases from Franchisor or its Affiliates, (iii) Interest due on any of the foregoing, and (iv) all other amounts owed to Franchisor (or its Affiliates) that are then unpaid.

(b) **Marks.** Franchisee may not directly or indirectly at any time or in any manner (i) use any Mark, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media; (ii) use any colorable imitation of a Mark in any manner or for any purpose; (iii) utilize for any purpose any trade name, trademark or service mark or other commercial symbol or indicia that indicates or suggests a connection or association with Franchisor, the Studio or the Brand; (iv) identify any business as a former Studio; or (v) identify itself as one of Franchisor's licensees or franchisees (except with respect to other Restore Studios that Franchisee owns and operates under continuing agreements with Franchisor). Franchisee will take such action at its sole cost and expense as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any Mark.

(c) **System and Manual.** Franchisee will immediately (i) cease to use the System and Confidential Information in any business or otherwise and (ii) return to Franchisor all Confidential

Information, including without limitation, copies of the Manual and any other proprietary or confidential materials that Franchisor has provided or otherwise made available to Franchisee.

(d) **Disassociation in Communication Methods.** Franchisee will assign to Franchisor (or its designee) or cancel any electronic mail address, domain name, search engine, website, or Social Media account associating Franchisee with Franchisor, the Studio, System, or Marks. Franchisee will notify the telephone company and all telephone directory publishers of the expiration or termination of Franchisee's right to use any telephone, telecopy, or other numbers and any telephone directory listings associated with any Mark. Franchisee will authorize the transfer of such numbers and directory listings to Franchisor, or at Franchisor's direction, instruct the telephone company to forward all calls made to Franchisee's telephone numbers to any such numbers that Franchisor specifies.

(e) **Other De-Identification Obligations.** Franchisee will promptly and at its own cost and expense, make such alterations as Franchisor specifies in the Manual or otherwise to distinguish the Studio clearly from its former appearance and from other Studios so as to prevent confusion with the public. Within thirty (30) days after the effective date of the expiration or termination of this Agreement, Franchisee will deliver to Franchisor all Restore Hyper Wellness property and all other signs, sign-faces, sign-cabinets, advertising and promotion materials, forms and other materials containing any Mark or otherwise identifying or relating to a Studio. Franchisee will allow Franchisor, without liability to Franchisee or third parties, to remove all such items from the Studio. Within thirty (30) days after the effective date of the expiration or termination of this Agreement, Franchisee will furnish to Franchisor evidence satisfactory to Franchisor of its compliance with the foregoing obligations.

(f) **Customer Data.** Upon Franchisor's request, Franchisee will promptly, transfer all ownership interest in Customer Data to Franchisor in accordance with Applicable Law.

(g) **Memberships, Credits and Packages.** In addition to any procedures required by Applicable Laws and any instructions that Franchisor may provide, Franchisee must notify all members of the Studio that the Studio will cease to operate under the Marks (using a notice that Franchisor has prepared in consultation with Franchisee or has approved in writing) and offer to such members the option to (i) transfer their membership to another Studio or (ii) terminate their membership and receive a pro rata refund of all membership fees, credits, and other charges which were prepaid by such members after the effective date of termination or expiration of this Agreement. Although Franchisee is solely responsible for paying such refunds to its members, Franchisor may, at its sole option, pay such refunds on Franchisee's behalf and require Franchisee to reimburse it for such amounts. Franchisor may contact and offer such members continued rights to use one or more Restore Studios on such terms and conditions Franchisor deems appropriate, which in no event will include assumption of any then-existing liability arising out of or relating to any membership agreement or act or failure to act by Franchisee or its Studio. Franchisee (and its Owners) will cooperate with Franchisor and take any reasonable measures requested by Franchisor to preserve member goodwill.

(h) **Restrictive Covenants and Continuing Obligations.** Franchisee will comply with the restrictive covenants set forth in this Agreement. Franchisee's obligations (and its Affiliates'

and Owners' obligations) that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, and until such obligations are satisfied in full or by their nature expire.

## **19. RESTORE'S OPTION TO PURCHASE STUDIO.**

(a) Upon (i) expiration of this Agreement without extension or renewal or (ii) termination of this Agreement by Franchisor in accordance with its terms (or by Franchisee in any manner other than in accordance with its terms), then Franchisor has the right, exercisable by giving notice thereof ("**Appraisal Notice**") to require that the Agreed Value (as defined below) be determined for all of Franchisee's personal property, improvements, fixtures, furniture and equipment used and located at the Studio, but excluding any items not meeting Franchisor's specifications or standards as provided in this Agreement (the "**Appraised Assets**"). In the event of a termination, such Appraisal Notice shall be given no later than thirty (30) days after the date of such termination. In the event of expiration, such Appraisal Notice shall be given no more than six (6) months and no less than three (3) months prior to the expiration of this Agreement. Franchisee may not sell or remove any of the Appraised Assets until the expiration of the foregoing notice periods, or if Franchisor delivers such Appraisal Notice, until the consummation of the sale, as set forth in this Section 19(a) or as otherwise authorized by Franchisor.

(b) The "**Agreed Value**" shall be determined by good faith consultation between Franchisee and Franchisor. Franchisee agrees to give Franchisor, its designated agents and, if applicable, the Appraiser (as defined in subsection (c) below) full access to its Studio's books and records relating to the Appraised Assets (including copies of all leases, concession licenses or other arrangements relating to Franchisee's occupancy of the premises), at any time upon three (3) days' prior written notice during customary business hours in order to inspect the Appraised Assets and determine the purchase price for the Appraised Assets. Franchisor agrees, (and agrees to cause its designated agents), to use reasonable efforts to minimize disruption to Franchisee's business operations.

(c) If Franchisee and Franchisor are unable to agree on the Agreed Value of the Purchased Assets within fifteen (15) days after the delivery of the Appraisal Notice, then the Agreed Value will be the Fair Market Value (as defined below). If the option to purchase occurs as a result of a termination in connection with one or more Events of Default by Franchisee, then the Agreed Value will be the lesser of the Appraised Asset Value (as defined below) or the Net Book Value (as defined below). "**Fair Market Value**" shall be the amount that an arm's length purchaser would be willing to pay for the Appraised Asset as a going concern for continued use in operating under Franchisor's then-current form of franchise agreement with a terminal value based on the remaining term of the lease (not in excess of 5 years) and, for the avoidance of doubt, Fair Market Value may not include goodwill associated with the Marks. The "**Appraised Asset Value**" shall be the amount that an arm's length purchaser would be willing to pay for the Purchased Assets, considering their age and condition. The "**Net Book Value**" shall be the net book value of the Purchased Assets (including the unamortized portion of any capitalized so-called "key money" for leases), as reflected on Franchisee's books and records, determined in accordance with generally accepted accounting principles. The Fair Market Value, Appraised Asset Value and Net



Book Value, as applicable, will be determined by a nationally recognized accounting or valuation firm mutually selected by the Parties who has experience in the valuation of retail businesses (“**Appraiser**”).

The Appraiser will make his or her determination and submit a written report (“**Appraisal Report**”) to Franchisee and Franchisor as soon as practicable, which report shall contain the Fair Market Value, Appraised Asset Value and Net Book Value, as applicable. The Appraiser shall endeavor to complete the Appraisal Report within sixty (60) days after his or her appointment, and both Parties shall fully cooperate with the Appraiser in order to meet the deadline. The Appraiser may extend the Appraisal Report deadline, as may be reasonably necessary. Franchisee agrees to promptly provide the Appraiser with such books and records as he or she may require, which Franchisee represents and warrants to be complete and accurate. In absence of such books and records (or if the Appraiser is not satisfied with their completeness or accuracy), then the Appraiser may make his or her determination in the Appraisal Report on the basis of other sources and information that he or she deems reasonably appropriate. The Appraiser’s determination shall be final and binding on the Parties, and the Parties agree to share the cost of the appraisal equally.

Franchisor has the option, exercisable by delivering notice within ten (10) days after submission of the Appraisal Report (or the date that an agreement is reached, if the Parties agree to the Agreed Value), to agree to purchase the Appraised Assets of the Studio at its Agreed Value (“**Purchased Assets**”).

If Franchisor exercises its option to purchase, the purchase price for the Purchased Assets will be paid in full by wire transfer at the closing, which will occur at the place, time and date mutually agreed by the Parties, and if the Parties cannot agree, then as reasonably determined by Franchisor (subject to compliance with Legal Requirements and any reasonable extensions required by Franchisor). At the closing, Franchisor will be entitled to all customary representations and warranties, covenants and closing documents and post-closing indemnifications, including: (i) instruments transferring good and merchantable title to the Purchased Assets, free and clear of all security interests, liens, encumbrances, and liabilities, to Franchisor or its designee, with all sales and other transfer taxes paid by Franchisee; and, (ii) an assignment of all leases (subject to landlord rights) and concession licenses of personal or business property and real estate used in the operation of the Studio, including building and/or equipment (or if an assignment is prohibited, a sublease or sublicense to Franchisor or its designee for the full remaining term, subject to landlord rights, and on the same terms and conditions as Franchisee’s lease or concession license, including renewal and/or purchase options).

If Franchisee cannot deliver clear title to all of the assets, or if there are other unresolved issues, the closing of the sale may at Franchisor’s option, be accomplished through an escrow on reasonably appropriate terms, including the making of payments, to be deducted from the purchase price, directly to third parties in order to obtain clear title to the Purchased Assets. Franchisee and Franchisor shall comply with any applicable bulk sales or similar laws and all applicable tax notification and/or escrow procedures. Franchisor has the right to set off against and reduce the purchase price by any and all amounts owed by Franchisee (or any of its Affiliates) to Franchisor (or any of its Affiliates).

Franchisee shall exert reasonable commercial efforts to obtain all necessary consents to consummate the sale (including consents to assignments of leases and concession licenses) and to ensure all managers shall be available, to the extent requested by Franchisor, for continued employment with the company purchasing the Purchased Assets. Franchisor shall have the right to receive specific performance or injunctive relief to enforce the provisions set forth in this Section 19.

Upon delivery of the Appraisal Notice and pending determination of the Agreed Value and the closing of the purchase, Franchisor shall authorize continued temporary operations of the Studio pursuant to the terms of this Agreement, subject to the supervision and control of one or more of Franchisor's appointed managers.

## **20. INDEMNIFICATION.**

Franchisee agrees to indemnify, defend, and hold harmless Franchisor Indemnitees against, and to reimburse any one or more of the Franchisor Indemnitees for, any and all Claims (as defined below) directly or indirectly arising out of (i) Franchisee's failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (ii) Franchisee's breach of any representation or warranty contained in this Agreement, (iii) the business Franchisee conducts under this Agreement, including, without limitation, the marketing, promotion, advertisement or sale of any of the services (including the Authorized Services) offered by Franchisee or its Studio pursuant to this Agreement, including unfair or fraudulent advertising, commercial speech or medical claims, (iv) Franchisee's development, ownership, operation and/or closing of its Studio (including any claims for unauthorized practice of medicine or medical malpractice), (v) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, and (vi) employment matters in connection with the Studio (collectively "**Indemnified Event**") and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees.

The foregoing indemnity shall apply even if it is alleged or determined that one or more Franchisor Indemnitees' negligence caused such Claim, in whole or in part; unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by such Franchisor Indemnitees' gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator(s) with competent jurisdiction.

The term "**Claims**" includes all obligations, damages (actual, consequential, or otherwise) and costs that any Franchisor Indemnitee reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

Franchisee agrees to give the Franchisor Indemnitees written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of the Franchisor Indemnitees within three (3) days of Franchisee's actual or constructive knowledge of it. The Franchisor Indemnitees shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim;

and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions. Franchisee agrees to give its full cooperation to the Franchisor Indemnitees in assisting the Franchisor Indemnitees with the defense of any such claim, and to reimburse the Franchisor Indemnitees for all of their costs and expenses in defending any such claim, including court costs and reasonable attorneys' fees, within ten (10) days of the date of each invoice delivered by the Franchisor Indemnitees to Franchisee enumerating such costs, expenses and attorneys' fees.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. A Franchisor Indemnitee need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against Franchisee under this subparagraph. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that a Franchisor Indemnitee may recover from Franchisee under this subparagraph. Franchisor's or any of the other Franchisor Indemnitees' undertaking of defense and/or settlement will in no way diminish Franchisee's obligation to indemnify the Franchisor Indemnitees and to hold the Franchisor Indemnitees harmless.

## **21. INDEPENDENT CONTRACTORS.**

(a) **Independent Contractors.** It is understood and agreed by the Parties that (i) this Agreement does not create a fiduciary relationship between them; (ii) that Franchisor and Franchisee are and will be independent contractors; and (iii) that nothing in this Agreement is intended to make either Party a general or special agent, joint venturer, partner or employee of the other for any purpose. Franchisee will conspicuously identify itself in all dealings as the owner of the Studio and the rights granted under the Agreement with Franchisor, and Franchisee will place such notices of independent ownership on such forms, business cards, employment-related documents (e.g., employment applications and agreements, paychecks and benefits notice), stationery and advertising and other materials, as Franchisor may periodically require. Franchisee must post a prominent sign in the Studio identifying Franchisee as a Restore Hyper Wellness franchisee in a format prescribed by Franchisor, including, without limitation, an acknowledgment that Franchisee independently owns and operate the Studio, that the Marks are owned by Franchisor, and that Franchisee's use of such Marks is pursuant to a license issued by Franchisor.

This Agreement grants Franchisor the right, and Franchisee acknowledges and agrees that Franchisor maintains such right, to operate and change the System and Franchisor's business in any manner that is not expressly and specifically prohibited by this Agreement or Applicable Law. Whenever Franchisor has reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement or prohibited by Applicable Law, Franchisor may make its decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests, including its judgment of what is in the best interests of the Restore Hyper Wellness franchise network, at the time Franchisor's decision is made, without regard to: (1) whether other reasonable or even commercially preferable alternative decisions or actions could have been made by Franchisor; (2) whether Franchisor's decision or the action it takes promotes Franchisor's financial or other individual interest; (3) whether

Franchisor's decision or the action it takes applies differently to Franchisee and one or more other franchisees; or (4) whether Franchisor's decision or the exercise of its rights is adverse to Franchisee's individual interest or the individual interests of any other particular franchisees. Franchisor will have no liability to Franchisee for any such decision or exercise of its rights.

(b) **No Liability for Acts of Other Parties.** Franchisee must not employ any of the Marks in signing any contract or applying for any license or permit, or in a manner (other than the use contemplated hereby) that may result in Franchisor's liability for any of Franchisee's indebtedness or obligations. Except as expressly authorized in writing, neither Party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other Party or be obligated by or have any liability under any agreements or representations made by the other Party. Franchisor will not be obligated for any damages to any Person directly or indirectly arising out of the buildout, renovation, operation, or management of the Studio.

## **22. GOVERNING LAW AND DISPUTE RESOLUTION.**

(a) **Arbitration.** Franchisor and Franchisee agree that all controversies, disputes, or claims between Franchisor and Franchisor's Affiliates, and Franchisor's and Franchisor's Affiliates' respective shareholders, officers, directors, partners, members, managers, agents, and/or employees, and Franchisee (and/or Franchisee's Owners, guarantors, Affiliates, and/or employees) arising out of or related to:

(1) this Agreement or any other agreement between Franchisee and Franchisor or Franchisee's or Franchisor's respective Affiliates;

(2) Franchisor's relationship with Franchisee;

(3) the scope and validity of this Agreement or any other agreement between Franchisee and Franchisor or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 22(a), which the Parties acknowledge is to be determined by arbitrators and not a court); or

(4) any System Standard;

must be submitted for binding arbitration, on demand of either Party, to the American Arbitration Association. There shall be one (1) arbitrator if the amount of the claim is Five Hundred Thousand Dollars (\$500,000) or less, or three (3) arbitrators if the amount of the claim is more than Five Hundred Thousand Dollars (\$500,000). If there is one (1) arbitrator, the arbitrator shall be appointed by the American Arbitration Association ("AAA"). If there are three (3) arbitrators, the claimant shall appoint one (1) arbitrator in its notice of arbitration and statement of claim; the respondent shall appoint one (1) arbitrator in its statement of defense, and the third arbitrator, who shall act as the Chairman, shall be appointed by the two (2) arbitrators appointed by the Parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not appointed within these time periods, the AAA shall make the appointments. The arbitration proceedings will be conducted, except as this Section 22(a) otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All

proceedings will be conducted at a suitable location chosen by the arbitrators in the city in which Franchisor's then current principal business address is located (currently, Austin, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as expressly provided otherwise in the remainder of this Section 22(a), judgment upon the arbitrators' award may be entered in any court of competent jurisdiction.

The arbitrators have the right to award or include in their award any relief which they deem proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrators may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 22(f) below, award any punitive or exemplary damages against either Party (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 22(f) below, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Except as expressly limited by Section 22(g) below, Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Law or this Agreement, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either Franchisee or Franchisor. Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished its right to seek the recovery of those costs in accordance with Section 22(e).

Franchisor and Franchisee agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between Franchisor and its Affiliates, and Franchisor's and their respective shareholders, members, partners, officers, directors, managers, agents, and/or employees, and Franchisee (and/or Franchisee's Owners, guarantors, Affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between Franchisor and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 22(a) or Section 23(a), if any court or arbitrators determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 22(a), then the Parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 22 (excluding this Section 22(a)).

Except as expressly provided otherwise in the remainder of this Section 22, despite Franchisor's and Franchisee's agreement to arbitrate, Franchisor and Franchisee each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that Franchisor and Franchisee

must contemporaneously submit their dispute for arbitration on the merits as provided in this Section 22(a).

The provisions of this Section 22(a) are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

(b) **Governing Law.** All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.), or other Federal law, this Agreement and all claims arising from the relationship between Franchisor and Franchisee shall be construed under the laws of the State of Texas; provided that the foregoing shall not constitute a waiver of any of Franchisee's rights under any applicable franchise law of another state. Otherwise, in the event of any conflict of law, Texas law will prevail, without regard to its conflict of law principles. However, if any provision of this Agreement would not be enforceable under Texas law, and if Franchisee's Restore Studio is located outside of Texas and such provision would be enforceable under the laws of the state in which Franchisee's Restore Studio is located, then such provision shall be construed under the laws of that state. Nothing in this Section 22(a) is intended to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Texas to which it otherwise would not be subject.

(c) **Consent to Jurisdiction.** Subject to Section 22(a) above and the provisions below, Franchisee and its Owners irrevocably submit to the jurisdiction of the courts of the State of Texas in any suit, action or proceeding, arising out of or relating to this Agreement or any other dispute between Franchisee and Franchisor. Franchisee irrevocably agrees that all claims with respect to any such suit, action or proceeding must be brought or defended therein except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought or defended in the Federal District Court sitting in Austin, Texas. Franchisee irrevocably waives, to the fullest extent that Franchisee may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agrees that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Texas but may be served with the same effect as if Franchisee were served within the State of Texas, by certified mail or any other means permitted by law addressed to Franchisee at the address set forth herein. Nothing contained herein shall affect Franchisor's right to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by Franchisor to enforce any arbitration order or award or judgment against Franchisee entered by a State or Federal Court.

(d) **Injunctive Relief.** Franchisor may obtain in any court of competent jurisdiction any preliminary relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause Franchisor irreparable harm. Franchisor may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived). Franchisee and each of its Owners

acknowledge that any violation of Sections 14 or 16 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners consent to the issuance of an injunction prohibiting any conduct in violation of any of those Sections and agree that the existence of any claim Franchisee or any of its Owners may have against Franchisor, whether arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

(e) **Attorneys' Fees.** If Franchisor incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees, whether or not Franchisor initiates a formal legal proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

(f) **Waiver of Punitive Damages and Jury Trial.** Except for Franchisee's obligation to indemnify Franchisor for third party claims under Section 20, Franchisee's failure to comply with its non-competition and confidentiality obligations under Sections 16(a) and 16(b), and except for punitive damages available to either Party under Federal law, Franchisor and Franchisee (and its Owners) each waives, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other. Franchisee and each of its Owners waive to the fullest extent permitted by Applicable Law, the right to recover consequential damages (including lost future profits) for any claim directly or indirectly arising from or relating to this Agreement.

Franchisee agrees that, for Franchisor's network of Restore Studios to function properly, Franchisor should not be burdened with the costs of litigating network-wide disputes. Accordingly, any disagreement between Franchisee (and its Owners) and Franchisor shall be considered unique as to its facts and shall not be brought as a class action, and Franchisee (and each of its Owners) waives any right to proceed against Franchisor or any of its shareholders, members, managers, Affiliates, officers, directors, employees, agents, successors and assigns by way of class action, or by way of a multi-plaintiff, consolidated or collective action. In any legal action between the Parties, the court shall not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving Franchisor and any other franchisee. Each Party waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination. **Furthermore, the Parties agree that in the event any legal action is filed in connection with this Agreement, such action shall be tried to the court sitting without a jury, and all Parties hereto waive any right to have any action tried by jury.**

(g) **Limitation of Claims.** Except for claims arising from Franchisee's non-payment or underpayment of amounts Franchisee owes Franchisor, any and all claims arising out of or relating to this Agreement or Franchisor's relationship with Franchisee will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the Party asserting the claim knew or should have known of the facts giving rise to the claims.

(h) **Limited Liability for Franchisor's Related Parties.** Franchisee agrees that no past, present or future director, officer, manager, employee, incorporator, member, partner, shareholder, subsidiary, Affiliate, owner, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor's will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this agreement; (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisor and Franchisee, or (iii) any claim against Franchisor based on any alleged unlawful act or omission of Franchisor.

(i) **Covenant of Good Faith.** If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the Parties hereto agree that the covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law will imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the Parties hereto that is inherent in this Agreement) grants Franchisor the judgement to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may favorably or adversely affect Franchisee's interests; (ii) any judgement Franchisor exercises will be based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests of Franchisor's franchisees generally, and specifically without considering Franchisee's individual interests of the individuals interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of Franchisor's judgment in this manner, so long as the judgment is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation will substitute its judgment for Franchisor's judgment so exercised.

(j) **Multiple Forms of Agreement.** Franchisee acknowledges and agrees that there may be more than one form of Franchise Agreement in effect between Franchisor and Franchisor's various Restore Studio franchisees; those other agreements may contain provisions that may be materially different from the provisions contained in this Agreement; and Franchisee is not entitled to rely on any provisions of any other agreement with other Restore Studio franchisees whether to establish course of dealing, waiver, or estoppel, or for any other purpose.

## **23. MISCELLANEOUS.**

(a) **Severability and Substitution of Valid Provisions.** Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, and any portion, will be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination will not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, Franchisee and Franchisor agree that it will be enforced to the fullest extent permissible under Applicable Law and public policy.

If any Applicable Law requires a greater prior notice of the termination of or refusal to enter into a successor franchise than is required hereunder, a different standard of "good cause," or the taking of some other action not required hereunder, the prior notice, "good cause" standard and/or other action required by such law will be substituted for the comparable provisions hereof.



If any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable under Applicable Law, Franchisor has the right, at Franchisor's sole option, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

(b) **Notices.** All notices required or permitted under this Agreement will be deemed given: (i) when delivered by hand; (ii) two days after electronically confirmed transmission by facsimile or electronically confirmed delivery receipt by electronic mail; (iii) three days after confirmed delivery if by certified or registered mail, postage prepaid; or (iv) upon delivery by a nationally-recognized courier or delivery service. Either Party may specify a different address by notifying the other Party in writing of the different address. The notice address for each Party is set forth in Exhibit A. All notices to Franchisor must include a copy to its General Counsel to be effective. All payments and reports required by this Agreement shall be sent to Franchisor at the address identified in this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind Franchisor, and Franchisor's acceptance of any such payment shall not constitute an accord and satisfaction.

(c) **Waiver of Obligations.** Either Party may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any such waiver granted shall be without prejudice to any other rights the waiving Party may have, will be subject to continuing review by such Party and may be revoked, in such Party's sole discretion, at any time and for any reason, effective upon delivery to the other Party of ten (10) days' prior notice. Franchisee and Franchisor shall not be deemed to have waived any right reserved by this Agreement or be deemed to have modified this Agreement by virtue of any custom or practice of the Parties at variance with it; any failure, refusal or neglect by Franchisee or Franchisor to exercise any right under this Agreement (except as provided in Section 23(d)) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, whether of the same, similar or different nature, with respect to other Restore Studios; or the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement.

(d) **Exercise of Rights.** The rights of Franchisor and Franchisee hereunder are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled to enforce by law. Franchisee acknowledges and agrees that the proximate cause of such damages sustained by Franchisor is Franchisee's act of default and not Franchisor's exercise of its right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by Applicable Law, any failure, neglect, or delay of a Party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other Party within twenty four (24) months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

If Franchisee commits any act of default under any agreement or Event of Default under this Agreement for which Franchisor exercises its right to terminate this Agreement, Franchisee shall pay to Franchisor the actual and consequential damages Franchisor incurs as a result of the premature termination of this Agreement.

(e) **Successors and Assigns.** This Agreement is binding upon the Parties and their respective executors, administrators, permitted heirs, permitted assigns and successors-in-interest and will not be modified except by a written agreement signed by both Franchisee and Franchisor.

(f) **Construction.** The language of this Agreement shall be construed according to its fair meaning and not strictly against any Party. The introduction, appendix, personal guarantees, exhibits and riders (if any) to this Agreement, are a part of this Agreement, which constitutes the entire Agreement of the Parties with respect to the subject matter hereof. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement, other than the franchise disclosure document, that will have any force or effect. For the avoidance of doubt, nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document furnished to Franchisee. Nothing in this Agreement shall be deemed to confer any rights or remedies on any Person not a Party hereto. This Agreement shall not be modified except by written agreement signed by both Parties. Time is of the essence in this Agreement.

To facilitate the execution of this Agreement by geographically separated Parties, it may be executed in two or more counterparts, all of which shall constitute one agreement. The execution by one Party of any counterpart shall be sufficient execution by that Party whether or not the same counterpart has been executed by any other Party. This Agreement shall become effective when each Party has signed at least one counterpart. All facsimile and scanned executions shall be treated as originals for all purposes.

Franchisee agrees that the electronic signatures or digital signatures (each an “**e-signature**”) of any Party to this Agreement shall have the same force and effect as manual signatures of such Party and such e-signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. The Parties agree that an e-signature of either Party is intended to: (i) authenticate the signature, (ii) represent the Party’s intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each Party agrees not to contest the admissibility or enforceability of either Party’s e-signature. For the purposes of this Agreement, e-signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an “I Accept” or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

The headings of Sections are for convenience only and do not limit or construe their contents. The word “including” shall be construed to include the words “without limitation.” The term “Franchisee” is applicable to one or more Persons, a corporation, limited liability company or a partnership and its Owners, as the case may be. If Franchisee consists of more than one Person,

the obligations and liabilities to Franchisor shall be joint and several. References to a controlling interest in an entity shall mean more than fifty percent (50%) of the equity or voting control of such entity.

(g) **Approvals and Consents.** Whenever this Agreement requires the approval or consent of either Party, the other Party shall make written request therefor, and such approval or consent shall be obtained in writing; provided however, unless specified otherwise in this Agreement, such Party may withhold approval or consent, for any reason or for no reason at all. Further, unless specified otherwise in this Agreement, no such approval or consent shall be deemed to constitute a warranty or representation of any kind, express or implied, and the approving or consenting Party shall have no responsibility, liability or obligation arising therefrom.

(h) **Receipt of Franchise Disclosure Document and Agreement.** Franchisee acknowledges having received Franchisor's franchise disclosure document and this Agreement, with all blanks completed, within the time periods required by Applicable Law.

(i) **Compliance with Anti-Terrorism and Other Laws.** Franchisee and Franchisee's Owners agree to comply, and to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply, with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time pertaining to: (a) the various anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the U.S. Department of the Treasury's Office of Foreign Assets Control, (b) the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, (c) the provisions of United States Executive Order 13224, (d) the U.S. Prevention of Corruption Act 1988, (e) the U. S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2, (e) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption, (f) bribery and anti-corruption laws, (g) the laws against money laundering, and (h) the laws against facilitating or supporting persons who conspire to commit these and other crimes against any person or government. Franchisee immediately shall notify Franchisor in writing if a potential violation of any of the foregoing legislation, laws, regulations, rules, ordinances, administrative orders, decrees and/or policies has occurred or is suspected to have occurred. Franchisee immediately shall provide Franchisor with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Studio, or the Marks. Any failure to comply with this Section by Franchisee or Franchisee's Owners, or any blocking of Franchisee's or Franchisee's Owners' assets under any of such laws, legislation, regulations, orders, decrees and/or policies shall constitute good cause for immediate termination of this Agreement, as provided in Section 17(b) above.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Agreement as of [ ] (the “**Effective Date**”).

**FRANCHISOR:**

**RESTORE FRANCHISING, LLC**

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

Name:

Title: Authorized Signatory

**FRANCHISEE:**

[ ]

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

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

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

## **APPENDIX A** **DEFINITIONS**

Certain initially capitalized terms used frequently in this Agreement are defined in this Section 1. Other terms are defined elsewhere in this Agreement in the context in which they arise. The defined terms may be used in the singular or plural or in varying tenses or forms, but such variations shall not affect their defined meaning so long as they are written with initial capital letters.

**“Affiliate”** means, with respect to a named Person, any Person that is controlled by, controlling or under common control with the named Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**“Applicable Law”** means any Federal, state, and local laws, ordinances, and codes, together with all rules, court orders, orders, regulations, policies, and guidelines related thereto, including the Authorized Care Provider Regulations, applicable to Franchisor, Franchisee, its Owners or the subject matter of this Agreement, including the development, construction and/or operation of the Studio including all laws and regulations related to the provision of the Authorized Services and any healthcare services including, without limitation, any Specialty Services.

**“Authorized Care Provider”** has the meaning given to it in Section 6(a).

**“Authorized Care Provider Regulations”** has the meaning given to it in Section 6(a).

**“Authorized Services”** has the meaning given to it in the first WHEREAS clause.

**“Brand”** means the Restore Hyper Wellness brand.

**“Brand Fund”** means the national, regional, or local marketing fund established for the promotion of the Brand, as further described in Section 9(a).

**“Business Day”** means any calendar day other than Saturdays, Sundays, and national holidays in the United States.

**“Business Opening Date”** means the date on which the Studio actually opens for business to the general public.

**“Competitive Business”** means any establishment for which cryotherapy and other services authorized for Restore Studios individually or collectively constitute, or (if a new business) is reasonably expected to constitute, twenty percent (20%) or more of the total revenues of such establishment in the trailing twelve (12) months or the next twelve (12) months, as applicable, and any other establishment that is the same as or substantially similar to a Restore Studio, including any health care facility, wellness facility, healing arts business, medical spa or day spa or chain of health care facilities, wellness facilities, healing arts businesses, medical spas or day spas. Restrictions in this Agreement on competitive activities do not apply to: (a) the ownership or operation of other Restore Studios that are licensed or franchised by Franchisor or

any of its Affiliates; or (b) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

**“Confidential Information”** means Franchisor’s proprietary and confidential information relating to the development and operation of Restore Studios, including: (1) all information contained in the Operating Manual; (2) site selection criteria for Restore Studios and plans and specifications for the development of Restore Studios; (3) sales, marketing and advertising programs and techniques for Restore Studios; (4) identity of suppliers and knowledge of specifications, processes, procedures and equipment, and pricing for authorized equipment, materials and supplies; (5) knowledge of operating results and financial performance of Restore Studios, other than Restore Studios Franchisee owns; (6) methods of training and management relating to Restore Studios; (7) computer systems and software programs used or useful in Restore Studios; and (8) any and all other information which is provided to Franchisee that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential regardless of whether such information is specifically designated as proprietary or confidential.

**“Core Services”** has the meaning given to it in the first WHEREAS clause.

**“Customer Data”** means any information relating to customers of the Studio that identifies, or can be used to identify, contact, locate or be traced back to the specific Person to whom such information pertains, or from which identification or contact information of a Person can be derived. Customer Data includes any personally identifiable information, such as a Person’s name, address, phone number, fax number, email address, passport number, financial profile, credit card information or any other information by which one is reasonably able to personally identify one or more Persons but expressly excludes any medical records or health information of a customer, including any such records or information protected by the HIPPA or other Applicable Law and regulations applicable to the records, data and information pertaining to an individual’s identifiable healthcare information in the jurisdiction where the Studio is located.

**“Designated Area”** means the geographic area so defined in Exhibit A.

**“Entity”** means a business entity, including a corporation, limited liability company, general or limited partnership, limited liability partnership or any other type of legal entity.

**“Event of Default”** has the meaning given in Section 17 of the Agreement.

**“Force Majeure Event”** means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), strikes, lockouts or other industrial disturbances; war (declared or undeclared), riot, terrorist acts, Cybersecurity Incident, or other civil disturbances; epidemics; or other forces, that materially and adversely affect the ability of a Party hereto to perform provided that with respect to any or all events they are not within the reasonable control of the Party affected thereby. Financial inability of a Party hereto will not constitute a Force Majeure Event.

**“Franchisor Indemnitees”** means Franchisor, its Affiliates and each of their respective Affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors and assignees.

**“Franchisee”** means the entity or person so defined in Exhibit A.

**“Franchisor”** means the entity so defined in Exhibit A.

**“General Manager”** means the on-premises manager who will be primarily responsible for the day-to-day operation and supervision of the Studio.

**“Gross Sales”** means the Studio’s total revenues for all Authorized Services and all other revenue of every other kind and nature generated by the Studio including all administrative services fees and revenues earned by the Studio under or pursuant to any ASAs or other arrangements in place with any Authorized Care Provider in relation to Specialty Services, whether for cash, cash equivalents, or credit, and regardless of collection in the case of credit. Proceeds from the sale of coupons, gift cards, gift certificates and vouchers will not be included in Gross Sales when the coupons, gift cards, gift certificates and vouchers are sold. Rather, during the Reporting Period in which the coupons, gift cards, gift certificates and/or vouchers are redeemed, Eighty Percent (80%) of the retail prices of the Authorized Services purchased with the coupons, gift cards, gift certificates and/or vouchers will be included in the Gross Sales of the Studio that performs the Authorized Services, and Twenty Percent (20%) of the retail prices of the Authorized Services purchased with the coupons, gift cards, gift certificates and/or vouchers will be included in the Gross Sales of the Studio that sold the coupons, gift cards, gift certificates and/or vouchers redeemed. Gross Sales also includes the proceeds of any business interruption insurance applicable to the Studio. Gross Sales will expressly exclude the following: tips and gratuities, sums collected and actually paid by Franchisee for any sales or other excise tax imposed by any duly constituted government authority. In the case of Franchisor-established promotional discounts implemented by Franchisee at the Studio, the amount actually paid by the guest after the discount, rather than the original amount, will be considered for purposes of calculating Gross Sales. Franchisor reserves the right to modify the composition of Gross Sales and/or the treatment of revenue or other proceeds generated from Authorized Services in all respects and for all purposes at any time in its sole discretion.

**“Ideas and Concepts”** means formulations, processes, innovations, improvements, ideas, concepts, methods, techniques, materials or customer information relating to the System, Confidential Information and/or the Studio(s) that Franchisee or any of its Owners, Affiliates, Personnel or independent contractors discovers, invents, creates, develops or derives from time to time in connection with the development or operation of the Studio(s).

**“Indemnified Event”** has the meaning given in Section 20 of this Agreement.

**“Initial Term”** means the initial term of this Agreement set forth in Section 2(a).

**“Intellectual Property”** means all intellectual property or other proprietary rights throughout the world, whether existing under contract, statutes, convention, civil law, common law or any law whatsoever, now or hereafter in force or recognized, including (1) patents and rights

to inventions; (2) trademarks, service marks, logos, trade dress and design rights; (3) works of authorship, including, without limitation, copyrights, source codes, moral rights, and neighboring rights; (4) trade secrets; (5) Ideas and Concepts; (6) publicity and privacy rights; (7) any rights analogous to those set forth herein and any other intellectual property and proprietary rights; (8) any application or right to apply for any of the rights referred to in subsections (1) through (7) above; and (9) any and all renewals, divisions, continuations, continuations-in-part, re-issuances, re-examinations, extensions and restorations of any of the foregoing (as applicable).

**“KPI Assessment”** means the written assessment made in connection with Franchisor’s periodic inspections or other assessments of the Studio and its operations of Franchisee’s compliance with the terms of this Agreement and the mandatory standards, specifications and operating procedures and other obligations contained in the Manual.

**“Lead Esthetician”** means the licensed esthetician that meets the Standards and any other requirements applicable to the Studio under Authorized Care Provider Regulations who is responsible for administering certain Authorized Services to customers of the Studio.

**“Lead Nurse”** means the registered nurse that meets the System Standards and any other requirements applicable to the Studio under Authorized Care Provider Regulations who is responsible for administering certain Authorized Services to customers of the Studio.

**“Losses and Expenses”** has the meaning given in Section 20 of this Agreement.

**“Manual”** means Franchisor’s operations and training manuals, and any other written directives related to the System, in whatever form and provided in whatever manner, as the same may be periodically amended and revised by Franchisor at its sole option, including the System Standards, all bulletins, supplements and ancillary and additional manuals and directives established by Franchisor from time to time.

**“Marks”** means the Restore Hyper Wellness trademarks and service marks and such other registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, emblems, and other indicia of origin as are now designated, and may hereafter be designated, by Franchisor in writing for use in connection with the marketing and advertising of the System and Authorized Services.

**“Owner”** means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee (or a transferee of this Agreement and the Studio or an ownership interest in Franchisee), including, without limitation, any person who has a direct or indirect interest in Franchisee (or a transferee), this Agreement, the franchise granted hereunder, or the Studio and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

**“Party”** and **“Parties”** means the individual or collective reference to either or both Franchisor and Franchisee.

**“Person”** means any natural person or Entity.



**“Personnel”** means all Persons employed by Franchisee in connection with the management and operation of the Studio.

**“POS System”** means the computerized point of sale cash collection system (including all related hardware and software) as specified in the Manual or otherwise by Franchisor in writing for use in connection with the Studio.

**“Premises”** means the site approved by Franchisor for Franchisee’s Studio as set forth in Exhibit B.

**“Projected Opening Date”** means the deadline by which the Studio must be open for business to the general public, as specified in Exhibit B or as otherwise provided in Section 4(b) hereof.

**“Renewal Term”** has the meaning given in Section 2(b).

**“Reporting Period”** has the meaning given in Section 3(b).

**“Social Media”** means blogs, social networks like Facebook, Instagram, TikTok or Pinterest, professional networks like Linked-In, live-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking or media sites or tools.

**“Specialty Services”** has the meaning given to it in the first WHEREAS clause.

**“Studio”** means the Restore Studio operating under this Agreement.

**“System”** means the distinctive and proprietary marks and trade dress, presentation styles and services, know-how, methods of operation, identification, décor, furnishings, equipment, training, service, technology, marketing, advertising, promotion and development that Franchisor may designate in written or electronic form or through usage from time to time that define and distinguish a Restore Studio, including (1) plans and specifications for interior and exterior signs, designs, layouts and color schemes; (2) methods, techniques, formats, systems, strategies, specifications, procedures, information, trade secrets, sales and marketing programs; (3) methods of business operations and management; (4) System Standards; (5) the Manual; and (6) knowledge and experience regarding the operation and franchising of Restore Studios.

**“System Standards”** means the standards, requirements, specifications, techniques, methods, policies and procedures of the System and for the development and operation of Restore Studio, as set forth in the Manual or otherwise specified by Franchisor in writing and as may be amended by Franchisor from time to time.

**“Technology Fee”** means the initial and periodic fees that Franchisee charges from time to time for access and use of certain components of the Technology System and support services related thereto.

**“Technology System”** means the hardware, software, and other equipment and network connections that Franchisor specifies periodically in the System Standards necessary to operate the POS System, non-cash payment systems, membership management system, medical records

system, marketing systems, enterprise management system and those other technology solutions as Franchisor may designate from time to time.

**“Transfer”** – or similar words – means the direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in Franchisee, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of its Restore Studio, or any one or more other acts or events not covered by the foregoing that Franchisor reasonably determines to be a form of direct or indirect transfer, including: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, Franchisee or of any interest convertible into or exchangeable for capital stock of, a membership interest in or a partnership interest in, Franchisee; (2) any merger or consolidation between Franchisee and another entity, whether or not Franchisee is the surviving entity, or any conversion of Franchisee from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of Franchisee’s assets; (3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution of marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law; (4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of any Owner as legally disabled, or upon or after the death of any of Franchisee’s Owners by will or the laws of intestate succession or otherwise; or (5) any foreclosure upon its Studio or the transfer, surrender or loss by Franchisee of possession, control or management of its Studio.

## EXHIBIT A

### PRINCIPAL TERMS

1. Franchisor: Restore Franchising, LLC, a Texas limited liability company, with its principal place of business located as of the Effective Date at 3601 South Congress Ave., Suite C-200, Austin, Texas 78704.

2. Franchisee: \_\_\_\_\_, a(n) \_\_\_\_\_  
formed under the laws of \_\_\_\_\_, whose principal address is:  
\_\_\_\_\_.

3. Initial Franchise Fee: \$\_\_\_\_\_.

4. Designated Area: is defined by and limited to the outlined boundaries of that certain geographic area named below as labeled and depicted in the map attached hereto in Exhibit A-1:

[\_\_\_\_\_].

For the avoidance of doubt, none of the geographic area(s) (if any) included or depicted on the map attached in Exhibit A-1 which does not lie within the above referenced boundaries shall constitute any part or portion of the Designated Area in any respect.

Any political boundaries described above shall be considered fixed as of the date of this Agreement and shall not change for the purpose hereof, notwithstanding a political reorganization or change to such boundaries or regions. Any street boundaries shall be deemed to end at the street center line unless otherwise specified above. If there is any discrepancy between the written description and the map, the written description prevails.

#### FRANCHISOR:

**Restore Franchising, LLC**

By: \_\_\_\_\_  
Name: Title: Authorized Signatory

#### FRANCHISEE:

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A-1**  
**MAP OF DESIGNATED AREA**

(attach)

## EXHIBIT B

### **PREMISES AND PROJECTED OPENING DATE**

1. Location of Premises: \_\_\_\_\_.
2. Projected Opening Date: \_\_\_\_\_.

#### **FRANCHISOR:**

**Restore Franchising, LLC**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

#### **FRANCHISEE:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C

### **ORGANIZATION AND OWNERSHIP INFORMATION**

1. Operator. The name and address of the Operator is as follows:

\_\_\_\_\_  
\_\_\_\_\_.

2. Form of Entity of Franchisee.

- (a) Corporation or Limited Liability Company. Franchisee was organized on \_\_\_\_\_, \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. It has not conducted business under any name other than its corporate or company name. The following is a list of all of Franchisee's directors and officers or managing members as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Each Director/Officer/Managing Member	Position(s) Held

- (b) Partnership. Franchisee is a [general] [limited] partnership formed on \_\_\_\_\_, \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. Its Federal Identification Number is \_\_\_\_\_. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's general partners as of the date of the Agreement.

3. Owners and Authorized Signers. Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee and each Owner as to his/her ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his/her ownership interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

- a. Name of Owner and Authorized Signer #1:

\_\_\_\_\_  
Title of Authorized Signer #1: \_\_\_\_\_  
Ownership % of Authorized Signer #1: \_\_\_\_\_%

Address of Authorized Signer #1:

\_\_\_\_\_  
Title of Authorized Signer #1: \_\_\_\_\_  
Ownership % of Authorized Signer #1: \_\_\_\_\_ %  
Phone No. of Authorized Signer #1: \_\_\_\_\_  
Preferred Email of Authorized Signer #1: \_\_\_\_\_

b. Name of Owner and Authorized Signer #2:

\_\_\_\_\_  
Title of Authorized Signer #2: \_\_\_\_\_  
Ownership % of Authorized Signer #2: \_\_\_\_\_ %

Address of Authorized Signer #2:

\_\_\_\_\_  
Title of Authorized Signer #2: \_\_\_\_\_  
Ownership % of Authorized Signer #2: \_\_\_\_\_ %  
Phone No. of Authorized Signer #2: \_\_\_\_\_  
Preferred Email of Authorized Signer #2: \_\_\_\_\_

c. Name of Owner and Authorized Signer #3:

\_\_\_\_\_  
Title of Authorized Signer #3: \_\_\_\_\_  
Ownership % of Authorized Signer #3: \_\_\_\_\_ %

Address of Authorized Signer #3:

\_\_\_\_\_  
Title of Authorized Signer #3: \_\_\_\_\_  
Ownership % of Authorized Signer #3: \_\_\_\_\_ %  
Phone No. of Authorized Signer #3: \_\_\_\_\_  
Preferred Email of Authorized Signer #3: \_\_\_\_\_

Submitted by Franchisee

on \_\_\_\_\_, \_\_\_\_\_.

a \_\_\_\_\_

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

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

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

Owners:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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



Accepted by Franchisor and made a part of the Franchise Agreement as of \_\_\_\_\_,  
\_\_\_\_\_.

RESTORE FRANCHISING, LLC,  
a Texas limited liability company

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

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

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

## **EXHIBIT D**

### **MANDATORY SERVICES**

**Technology Services.** Franchisor or its affiliate will provide or designate a provider for a Point of Sale system in exchange for a monthly fee of \$600.

### **OPTIONAL SERVICES**

**Marketing Creative Services.** Franchisor's affiliate may provide marketing creative services - \$75/hour.

## EXHIBIT E

### ADDENDUM TO LEASE

This addendum is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between (“Franchisee”) \_\_\_\_\_ and \_\_\_\_\_ (“Landlord”) as an addendum to the lease (as modified, amended, supplemented, renewed and/or extended from time to time as contemplated herein, the “Lease”) for the premises located at \_\_\_\_\_, state of \_\_\_\_\_ (the “Premises”) dated as of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, Franchisee has executed or intends to execute a Franchise Agreement with Restore Franchising, LLC (“Franchisor”) for the operation of a Restore Studio at the Premises;

WHEREAS, under the Franchise Agreement, Franchisee’s lease directly impacts Franchisor’s ability to manage the franchise system, including but not limited to a potential termination or non-renewal in the event of a default;

WHEREAS, as a requirement under the Franchise Agreement, Franchisee’s lease must contain the provisions contained in this Addendum; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Franchisee hereby agree as follows:

1. Landlord shall deliver to Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to Franchisee. Franchisor shall deliver to Landlord a copy of any notice to Tenant terminating the Franchise Agreement or notice of non-renewal of the Franchise Agreement.
2. Within ten (10) days after Landlord notifies Franchisor of Tenant’s default or the termination of the Lease, or after Franchisor’s termination or non-renewal of the Franchise Agreement, as applicable Franchisor may notify Landlord of Franchisor’s decision to assume the Lease (the “Assumption of Lease Notice”). Simultaneously with the Assumption of Lease Notice, Franchisor shall cure all then outstanding monetary defaults of Tenant under the Lease. Franchisor’s failure to provide the Assumption of Lease Notice and cure such monetary defaults within such ten (10) day period shall be deemed a waiver of any right that Franchisor may have hereunder to assume the Lease. The effective date of such assumption shall be a date set forth in such notice (the “Assumption of Lease Effective Date”) that is no later than thirty (30) days after the date of the Assumption of Lease Notice, and any such assumption shall be conditioned upon Franchisor’s satisfying all other conditions set forth herein relating to its assumption of the Lease. If Franchisor exercises

its option to assume the Lease by sending Landlord the required notice, then, in addition to curing all of Tenant's then outstanding monetary defaults under the Lease as set forth above, Franchisor shall, within thirty (30) days after the Assumption of Lease Effective Date, cure all of Tenant's non-monetary defaults under the Lease, provided, however, that if any such non-monetary defaults are not capable of being cured within such thirty (30) day period, then Franchisor shall commence such cure within such thirty (30) day period and thereafter shall diligently and continuously prosecute such cure to completion.

3. If Franchisor is not assuming the Lease as set forth in Paragraph 2 of this Addendum, Franchisor shall have the right, but not the obligation, after receipt of a copy of a default notice pursuant to Paragraph 1 of this Addendum, and upon giving written notice of its election to Franchisee and Landlord, to cure any breach of the Lease within the cure periods set forth in the Lease.
4. If Franchisor assumes the Lease, as above provided, Franchisor may further assign the Lease to an approved franchisee of Franchisor to operate the Restore Studio at the Premises, subject to and in accordance with the requirements set forth in the terms of the Lease, including, without limitation, requirements set forth therein for Landlord's consent.
5. Landlord and Franchisee hereby further acknowledge that in the event the Franchise Agreement expires (without renewal) or is terminated, Franchisee is obligated to take certain steps under the Franchise Agreement to de-identify the location as a Restore Studio. Within thirty (30) days after the expiration of the term of the Lease, or within thirty (30) days after Landlord notifies Franchisor of the earlier termination of the Lease, as applicable, Landlord agrees to permit Franchisor, its employees or agents, to enter the Premises and remove signs (both interior and exterior), decor, design elements, and materials displaying any marks, designs or logos, or other personal property or trade fixtures owned by, or related to, Franchisor, provided that prior to commencing such work, Franchisor shall provide Landlord with evidence of Franchisor's insurance and Franchisor's contractors' insurance satisfying the Insurance Requirements set forth in the Lease; and to the fullest extent permitted by law, Franchisor shall indemnify, defend and hold harmless the Indemnified Parties (as defined in the Lease) from and against any and all liabilities, suits, losses, proceedings, actions, demands, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, engineers' architects' and reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Indemnified Parties by reason of Franchisor or its contractors and/or subcontractors entering the Premises or performing any such work in the Premises or any accident, injury (including death at any time resulting therefrom) or damage to any person or property occurring in, at or about the Premises as a result of such entry by Franchisor or its contractors and/or subcontractors. Franchisor shall bear the expense of repairing any damage to the Premises as a result of such work. The foregoing obligations shall survive the expiration or other termination of the term of the Lease as amended by this Addendum.

6. Landlord agrees that during and after the term of the Lease, it will not disclose or use Confidential Information (as defined below) for any purpose other than for the purpose of fulfilling Landlord's obligations under the Lease. "Confidential Information" as used herein shall mean all non-public information and tangible things, whether written, oral, electronic or in other form, provided or disclosed by or on behalf of Franchisee to Landlord, or otherwise obtained by Landlord (unless such information becomes available to Landlord on a non-confidential basis from a source other than Franchisor, provided that, to the Landlord's knowledge, such source is not known by the Landlord to be bound by a confidentiality agreement with or any other obligation of secrecy to the Franchisor or is independently developed by or on behalf of Landlord without using Confidential Information and without otherwise violating its obligations hereunder), regarding the design and operations of the business located at the Premises, including, without limitation, all information identifying or describing the floor plan, equipment, furniture, fixtures, wall coverings, flooring materials, shelving, decorations, trade secrets, trade dress, "look and feel", layout, design, menus, recipes, formulas, manner of operation, suppliers, vendors, and all other products, goods, and services used, useful or provided by or for Franchisee on the Premises. Landlord acknowledges that all Confidential Information belongs exclusively to Franchisor. Landlord agrees that should it breach or threaten to breach this provision of this Addendum, Franchisor will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if Landlord threatens or actually breaches this provision, Franchisor (which, along with its successors and assigns, is an intended third-party beneficiary of the provisions of this paragraph), shall be entitled to all remedies available to Franchisor at law or in equity, including, without limitation, injunctive relief. Notwithstanding the foregoing, (a) if the Landlord shall become legally compelled or required under applicable law, regulation or professional standard to disclose any of the Confidential Information, the Landlord shall provide the Franchisor, to the extent permissible under the applicable law, regulation or professional standard, with reasonably prompt notice of such requirement and shall be entitled to disclose such information in accordance therewith; and (b) Landlord shall be entitled to disclose any Confidential Information to its affiliates and its affiliates' existing or potential debt and/or equity sources, or any attorneys, consultants, accountants and financial advisors and each of such party's respective employees, directors and officers, who in Landlord's judgment, need to show such Confidential Information in connection with the Lease. Landlord's obligations under this Paragraph 9 shall terminate on the date that is two (2) years from the date of this Lease.
7. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to Franchisor at 3601 Congress Avenue, Suite C-200, Austin, TX 78704, or such other address as Franchisor shall specify by written notice to Landlord. Notices to Landlord hereunder shall be sent in accordance with the terms of the Lease.

WITNESS the execution hereof under seal.

LANDLORD:

Date:

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Notary Public

My Commission expires:

FRANCHISEE:

Date:

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission expires:

## EXHIBIT F

### PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of the Restore Franchising, LLC Franchise Agreement dated as of \_\_\_\_\_ (the "Agreement") by and between Restore Franchising, LLC ("Franchisor"), and \_\_\_\_\_ ("Franchisee"), each of the undersigned hereby personally, irrevocably and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Franchisee made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement, including Section 16 thereof.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right that the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; (e) notice of any amendment to the Agreement; and (f) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

Each of the undersigned consents and agrees that: (i) the undersigned's direct and immediate liability under this guaranty shall be joint and several; (ii) the undersigned shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses to do so punctually; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or legal entity; (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person or legal entity including, without limitation the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable until satisfied in full.

This Guaranty shall be construed under the laws of Texas without regard to its conflicts of law principles. Subject to the arbitration obligations and the provisions below, each of the undersigned irrevocably submits to the jurisdiction of the courts of the State of Texas in any suit, action or proceeding, arising out of or relating to this Guaranty, and irrevocably agrees that all claims in respect of any such suit, action or proceeding must be brought and/or defended therein except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Austin, Texas. Each of the undersigned irrevocably waives, to the fullest extent they may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agrees that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Texas but may be served with the same effect as if they were served within the State of Texas, by certified mail or any other means permitted by law

addressed to the undersigned at the address set forth herein. Nothing contained herein shall affect Franchisor's right to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by Restore to enforce any arbitration order or award or judgment against the undersigned entered by a State or Federal Court. **Furthermore, the undersigned agree that any legal action in connection with this Agreement shall be tried to the court sitting without a jury, and waive any right to have any action tried by jury.** If Franchisor files an action to enforce the terms of the Guaranty and prevails, the undersigned agree to reimburse Franchisor for all of its expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees.

**IN WITNESS WHEREOF**, each of the undersigned has hereunto affixed his/her signature as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GUARANTOR(S)**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

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



## **CONFIDENTIALITY AND NON-COMPETITION COVENANTS**

4. For a period of two (2) years, starting on the earlier to occur of the date you cease to have a relationship with Franchisee ((whether as an Owner, officer or employee) and the effective date of termination or expiration (without renewal) of the Franchise Agreement, you agree that you will not, without Franchisor's written consent (which consent may be withheld at Franchisor's discretion) directly or indirectly (such as through a member of your Immediate Family) own a legal or beneficial interest in, nor render services or give advice to: (a) any Competitive Business operating within a radius of five (5) miles of (i)

Franchisee's Restore Studio (or former Restore Studio), or (ii) any other Restore Studio then in operation or under construction; or (b) any entity which grants franchises or licenses other interests to others to operate any Competitive Business. If you fail to or refuse to abide by any of the foregoing covenants and Franchisor obtains enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Franchisor seeks to enforce it and will continue in effect for a period of time ending two (2) years after the date of the order enforcing the covenant.

5. You expressly acknowledge the possession of skills and abilities of a general nature and the opportunity to exploit such skills in other ways, so that enforcement of the covenants contained in Sections 3 and 4 will not deprive any of you of your personal goodwill or ability to earn a living. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope or in terms of geographic area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and Franchisee agree that it will be enforced to the fullest extent permissible under Applicable Law and public policy. In addition to relief as may be available at equity or law, Franchisor may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause it irreparable harm. You acknowledge that any violation of Sections 2, 3 or 4 hereof would result in irreparable injury for which no adequate remedy at law may be available. If Franchisor files a claim to enforce this Agreement and prevails in such proceeding, you agree to reimburse Franchisor for all its costs and expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on the effective date.

\_\_\_\_\_,  
a \_\_\_\_\_

\_\_\_\_\_  
Signature

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

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

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

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

**EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**MULTI-UNIT DEVELOPMENT AGREEMENT**



## **RESTORE FRANCHISING, LLC**

### **MULTI-UNIT DEVELOPMENT AGREEMENT**

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## **RESTORE MULTI-UNIT DEVELOPMENT AGREEMENT**

This Multi-Unit Development Agreement (this “**Agreement**”) is made as of the Effective Date between Franchisor and Developer.

### **RECITALS**

WHEREAS, Franchisor and its Affiliates have developed and own a comprehensive system (which includes the “**Restore**” brand) for developing and operating Restore Hyper Wellness™ retail outlet studios (“**Restore Studios**”) that provide, or facilitate access to, alternative wellness services, including (i) core services; (ii) certain specialized care services that, depending on applicable federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine and other related requirements, may be deemed medical services that must be ordered, administered or provided only by or through the supervision of a licensed medical professional or health care provider, like a physician or advance practice registered nurse, and subject to compliance with Applicable Law; and, (iii) other wellness services Franchisor authorizes from time to time.

WHEREAS, Developer acknowledges the following: (a) Developer has read this Agreement and Franchisor’s franchise disclosure document; (b) Developer understands the terms of this Agreement and accepts them as being reasonably necessary to maintain the uniformity of Franchisor’s high quality standards at all Restore Studios in order to protect and preserve the goodwill of the Marks and the integrity of the System; (c) Developer has conducted an independent investigation of the business contemplated by this Agreement inclusive of the applicable legal and regulatory requirements, and Developer recognizes that the alternative health and wellness technology and modality industries are highly competitive, with constantly changing market conditions; and (d) Developer recognizes that the nature of Restore Studios may change over time, that an investment in a Restore Studio involves business risks and that the success of the venture is largely dependent on Developer’s own business abilities, efforts and financial resources.

WHEREAS, Developer desires to develop Restore Studios pursuant to the terms of this Agreement.

WHEREAS, certain terms in this Agreement have been given defined meanings in Appendix A. The appendix and exhibits listed in the table of contents and attached hereto are incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. DEVELOPMENT RIGHTS.**

(a) **Term and Fees.** Unless sooner terminated in accordance with Section 7, the term of this Agreement starts on the Effective Date hereof and expires on the Expiration Date (the “**Term**”). Developer agrees to pay Franchisor the development fees in the amounts and on the dates set forth in Exhibit A, and agrees that the development fees will be nonrefundable except as provided in Exhibit A. Developer has no right to renew or extend its rights under this Agreement.



(b) **Development Rights.** During the Term and provided Developer and its Affiliates are in compliance with this Agreement and all other agreements with Franchisor or any of its Affiliates (including Franchise Agreements signed pursuant to this Agreement or otherwise), Franchisor will: (i) grant to Developer, in accordance with the provisions of this Agreement, that cumulative number of franchises for Restore Studios set forth in Exhibit A, all of which are to be located within the geographic area designated in Exhibit A (the “**Development Area**”); and (ii) not operate (directly or through an Affiliate), nor grant the right to operate, any Restore Studio located within the Development Area, except as provided in Section 1(f) below.

(c) **Commencement Obligations.** On or before the Development Period Commencement Date of each Development Period set forth in Column B of the Development Schedule in Exhibit A, Developer shall have duly executed a Franchise Agreement for each Restore Studio to be opened during that period in accordance with the provisions of Section 2 hereof, provided, at Franchisor’s discretion, some or all of the provisions of Section 2 may be waived or deferred so as to permit the execution of a franchise agreement before the selection and approval of a site therefor. Time is of the essence of this Agreement and any requests by Developer to extend such obligation may be granted at Franchisor’s sole discretion.

(d) **Studio Opening Obligations.** On or before the Development Period Expiration Date of each Development Period, Developer must have open and operating in the Development Area in accordance with and pursuant to Franchise Agreements, the cumulative number of Restore Studios set forth in Column F of the Development Schedule in Exhibit A (“**Development Schedule**”). Time is of the essence in this Agreement, and any requests by Developer to extend any Development Period Expiration Date may be granted at Franchisor’s sole discretion (provided such extension will not extend the Expiration Dates for subsequent Development Periods unless expressly stated by Franchisor in connection with any such approval).

Notwithstanding the foregoing, Developer shall not be deemed to be in breach of this Section 1(d) or the Development Schedule set forth in Exhibit A if its failure to timely open the requisite number of Restore Studios results solely from (1) compliance with the orders, requests, or regulations of any federal, state, or municipal government; (2) acts of God; or (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot. Any delay resulting from any of such causes shall extend performance accordingly, in whole or in part, as may be reasonable, except that no such cause, alone or in combination with other causes, shall extend performance more than ninety (90) days without Franchisor’s prior written consent, which consent may be withheld in its sole discretion.

If Developer’s right to develop Restore Studios hereunder expires or is terminated under Section 7 hereof or otherwise, Franchisor shall have the right thereafter to develop and operate, and allow others to develop and operate, Restore Studios located anywhere in the Development Area, other than Designated Areas under any then-existing and effective Franchise Agreement.

(e) **Franchisor’s Reservation of Rights.** Except as otherwise expressly provided in this Agreement, Franchisor and all of its Affiliates (and their respective successors and assigns, by purchase, merger, consolidation or otherwise) expressly retain all of their respective rights and discretion with respect to the Marks, the System and Restore Studios

anywhere in the world, and the right to engage in any business whatsoever, including without limitation, the right to: (a) grant franchises pursuant to this Agreement; (b) operate (directly or through an Affiliate), and grant to others the right to operate, Restore Studios at such locations outside the Development Area and on such terms and conditions as they may elect at any time (Developer acknowledges that such Restore Studios may be in areas directly adjacent to the Development Area and in direct competition with Developer's Restore Studios, without regard to any adverse effects of such activities on Developers' Restore Studios and without any obligation or liability to Developer); (c) operate (directly or through an Affiliate), and grant to others the right to operate, studios that offer any or all of the same services offered by Restore Studios identified by tradenames, trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as they deem appropriate; (d) operate (directly or through an Affiliate), and allow others to operate, any Restore Studios open (or under commitment to open) as of the date hereof; (e) operate (directly or through an Affiliate), and grant to others the right to operate, Restore Studios located in transportation facilities (such as airports, inter-city train and/or bus stations, turnpikes, travel plazas, toll roads, or other limited access highway rest stops), shopping malls, stadiums, arenas, sports or entertainment venues, amusement parks, casinos, major industrial or office complexes, hotels and resorts, schools, campuses, educational facilities, hospitals, and military bases or installations where any such locations or its retail operations are controlled by a third party or in Franchisor's judgment should be operated by a third party ("**Special Locations**"), whether within or outside of the Development Area and on any terms and conditions Franchisor deems appropriate; (f) operate (directly or through an Affiliate), and grant to others the right to operate, businesses that Franchisor purchases (or as to which Franchisor purchases the rights as Franchisor) that are part of another franchise system or chain, regardless whether any or all of them are converted to use any or all of the Marks and/or System or continue to be operated independently; and, (g) enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Development Area). "National, regional and institutional accounts" are organizational or institutional customers whose presence is not confined to the Development Area, including (by way of example only): business entities with offices or branches situated both inside and outside of the Development Area; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to the Development Area.

## **2. GRANT OF FRANCHISES.**

(a) **Site Selection Assistance.** Franchisor will provide Developer with site-selection assistance as Franchisor deems advisable, including, but not limited to, making Franchisor's site-selection guidelines and design specifications available to Developer. Franchisor may, but is not obligated to, conduct an initial site selection visit; provided, Franchisor will not conduct an on-site evaluation for any proposed site prior to the receipt of the completed Site Information Package (defined below).

(b) **Site Evaluation and Acceptance.** Subject to the provisions of Section 1(b), Franchisor will accept or reject sites for the cumulative number of Restore Studios set forth in the Development Schedule in Exhibit A located within the Development Area in accordance with the following provisions:

(i) Developer must submit to Franchisor, in accordance with procedures Franchisor establishes from time to time, a complete site information form, as Franchisor may establish from time to time (the “**Site Information Package**”), containing all information that Franchisor reasonably requires for each site for a Restore Studio that Developer proposes to develop and operate and that Developer in good faith believes to conform to Franchisor’s then-current standard site selection criteria for Restore Studios.

(ii) Franchisor will accept or reject each site for which Developer submits a complete Site Information Package in accordance with Section 2(b)(i) and, if Franchisor accepts the sites, will do so by delivering its standard site-acceptance letter. Franchisor’s site acceptance letter, duly executed, is the exclusive means by which Franchisor accepts a proposed site, and no other direct or indirect representation, approval or acceptance, whether in writing or verbally, by any of its officers, employees or agents, shall be effective or bind Franchisor. Franchisor will use all reasonable efforts to make a site acceptance decision and, if the site is accepted, deliver a site-acceptance letter to Developer within thirty (30) days after Franchisor receives the complete Site Information Package and any other materials Franchisor has requested. In deciding whether to accept or reject a site Developer proposes, Franchisor may consider such factors as it, in its sole discretion, deems appropriate, including, but not limited to, the general location and neighborhood; demographic information; traffic patterns; access; visibility; location of other wellness-oriented retail establishments (including other Restore Studios); and size, condition, configuration, appearance and other physical characteristics of the site. Franchisor’s acceptance of a proposed site, including any information communicated to Developer regarding Franchisor’s standard site selection criteria or the proposed site shall not constitute or be construed as a warranty or representation of any kind by Franchisor, whether express or implied, as to the suitability of the proposed site for a Restore Studio or for any other purpose. Franchisor’s acceptance of a proposed site merely signifies that Franchisor is willing to grant a franchise for a Restore Studio at that location in accordance with the terms of this Agreement. Developer’s decision to develop and operate a Restore Studio at any site is based solely on its own independent investigation of the suitability of the site for a Restore Studio. In consideration of Franchisor’s acceptance of a proposed site, Developer (and its Owners) agree to release Franchisor (and Franchisor’s Affiliates, shareholders, members, officers, directors, managers, employees, agents, successors and assigns) from any and all loss, damages and liability arising from or in connection with the selection and/or acceptance of such site for the development of a Restore Studio.

(iii) If Developer, one of its Owners, or one of its Affiliates at any time owns the premises of any of its Studios, Developer must immediately notify Franchisor and Franchisor may require that Developer or such Owner or Affiliate (1) enter into an agreement with Franchisor in recordable form granting it the right and option, in the event of a termination (for whatever reason) of the Franchise Agreement, to lease the Premises at fair market rental rates for a term coterminous (in absence of an early termination) with the term of the Franchise Agreement (with an option to extend for 10 years) for such premises; or (2) enter into a prime lease with Franchisor at fair market rental rates for a term coterminous with the term of the Franchise Agreement (with an option to extend for 10 years) for such premises and a sublease with Franchisor on the same terms as the prime lease. The prime lease and sublease referenced in the preceding sentence shall be on the then current lease and sublease forms used by Franchisor.

(c) **Financial Qualifications.** In conjunction with Franchisor's decision whether to accept or reject a proposed site, Franchisor may require that Developer and its Owners furnish it financial statements (historical and pro forma), statements of the sources and uses of capital funds, budgets and other information regarding Developer, its Owners and each legal entity, if any, involved in the development, ownership and operation of any Restore Studio being proposed, as well as any then-existing Restore Studios that Developer (or its Affiliates own). All such information shall be certified by Developer and its Owners as being complete and accurate in all respects shall be submitted to Franchisor in accordance with its requirements and will be relied on by Franchisor in determining whether to grant a franchise for the proposed Restore Studio. Franchisor may refuse to grant Developer a franchise for a Restore Studio if Developer fails to demonstrate sufficient financial and management capabilities to properly develop and operate the proposed Restore Studio and the then-existing Restore Studio that Developer and its Affiliates own. Franchisor will evaluate such financial and management capabilities in accordance with the then-current System Standards Franchisor uses to establish Restore Studios in other comparable market areas.

(d) **Grant of Franchise.** Subject to the provisions of this Agreement, Franchisor agrees to offer Developer a franchise to operate a Restore Studio within a designated area or at a site proposed by Developer by delivering to Developer its then-current form of franchise agreement, together with all standard ancillary documents (including exhibits, addenda, riders, collateral assignments of leases, Owner guarantees and other related documents) that Franchisor then customarily uses in granting franchises for the operation of Restore Studios in the state in which the Restore Studio is to be located (collectively, the "**Franchise Agreement**"), as follows:

(i) The Franchise Agreement must be executed by Developer and its Owners and returned to Franchisor not earlier than seven (7) days and not later than fifteen (15) days after Franchisor delivers it to Developer. If Franchisor does not receive the fully executed Franchise Agreement and payment of the initial franchise fee as required thereunder, Franchisor may revoke its offer to grant Developer a franchise to operate a Restore Studio at the proposed site and may revoke its acceptance of the proposed site. Concurrently with its execution and delivery to Franchisor of each Franchise Agreement, Developer and its Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute and deliver to Franchisor a general release in form and substance satisfactory to Franchisor, of any and all claims against Franchisor, its Owners, officers, directors, managers, employees, agents, successors and assigns; and

(ii) The initial franchise fees for the Restore Studios required to be developed by Developer pursuant to this Agreement shall be paid in the amounts and at the times set forth in Exhibit A, and the royalty fees shall not exceed the percentages set forth in Franchisor's standard form franchise agreement being offered as of the Effective Date. A portion of the development fee will be credited against the initial franchise fee payable under each Franchise Agreement as set forth in Exhibit A. **Except as provided in Exhibit A, Developer acknowledges and agrees that no portion of the development fee shall be refundable for any Restore Studios that Developer has failed to develop in accordance with the terms of this Agreement.**

(e) **Annual Reports.** Developer must furnish Franchisor: (a) within ninety (90) days after the end of each calendar year, (i) a consolidated year-end balance sheet and income

statement and statement of cash flow for Developer and all of its Affiliates that develop, own or operate Restore Studios, all prepared in accordance with GAAP, and reflecting all year-end adjustments and accruals; (ii) similar information from all Owners who have executed guarantees of this Agreement; and (iii) such summaries of financial information as Franchisor may require from time to time; and (b) within thirty (30) days of Franchisor's request, such other information as Franchisor may require from time to time, including income tax statements. All such reports shall use Franchisor's then-current standard chart of accounts. Developer must execute a verification that the information in each such report and financial statement is complete and accurate. Franchisor reserves the right to require that Developer's annual financial statements be audited, at Developer's expense, by an independent certified public accountant of national or regional repute. Franchisor reserves the right to publish or disclose information that Franchisor obtains under this Section 2(c) in any data compilations, collections, or aggregations that Franchisor deems appropriate, in its sole discretion, provided Franchisor will not publish and disclose information that specifically identifies Developer (or its Owners) or Developer's Restore Studios.

### **3. DEVELOPER'S ORGANIZATION AND MANAGEMENT.**

(a) **Organizational Documents.** Developer (and each of its Owners) represents, warrants and agrees that: (i) Developer is duly organized and validly existing under the laws of the state of its organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, Developer is duly qualified to transact business in the state(s) in which the Development Area is located; (ii) Developer has the authority to execute and deliver this Agreement and to perform its obligations hereunder; (iii) true and complete copies of the articles of incorporation, articles of organization, operating agreement or principles, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements, trust agreements and all other documents relating to its ownership, organization, capitalization, management and control, and any amendments thereto ("**Organizational Documents**") shall be promptly delivered to Franchisor; (iv) its activities are restricted to those necessary solely for the development, ownership and operation of Restore Studios in accordance with this Agreement and in accordance with any other agreements entered into with Franchisor or any of its Affiliates; (v) the Organizational Documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement; and (vi) will deliver to Franchisor a Secretary's, Clerk's, or Trustee's Certificate, or such other evidence satisfactory to Franchisor, that the execution, delivery and performance of this Agreement, each Franchise Agreement and all other agreements and ancillary documents contemplated hereunder have been duly authorized by all necessary action by Developer.

(b) **Disclosure of Ownership Interests.** Developer and each of its Owners represents, warrants and agrees that Exhibit B is current, complete and accurate. Developer agrees that an updated Exhibit B will be furnished promptly to Franchisor, so that Exhibit B is at all times current, complete and accurate. Each person who is or becomes an Owner must execute personal guaranty or similar agreement in the form Franchisor prescribes, undertaking to be bound jointly and severally by the terms of this Agreement, the current form of which is attached hereto as Exhibit C. Each Owner must be an individual acting in his or her individual capacity, except as otherwise approved by Franchisor.

(c) **Management of Business.** Developer must designate in Exhibit B as the “Operator” an individual approved by Franchisor who must: (i) if required by Franchisor, own and control, or have the right to own and control (subject to terms and conditions reasonably acceptable to Franchisor), not less than a five percent (5%) interest in its equity; (ii) have the legal authority to bind Developer regarding all communications with Franchisor and operational decisions with respect to its Studios; and (iii) if required by Franchisor, have completed Franchisor’s training program to Franchisor’s satisfaction.

Developer’s Operator: (1) shall exert substantially all of his or her time and best efforts to the development and operation of all Restore Studios owned by Developer (and its Affiliates); and (2) subject to Franchisor’s consent to the contrary, may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with Developer’s obligations hereunder. Upon Franchisor’s request, Developer agrees to provide Franchisor with copies of any arrangement, agreement or contract, and all amendments thereto, relating to its relationship with its Operator. Franchisor shall have no responsibility, liability or obligation to any party to any such arrangement, agreement or contract, or any amendments thereto, on account of Franchisor’s review thereof or otherwise, and Developer agrees to indemnify and hold Franchisor harmless with respect thereto.

#### **4. RELATIONSHIP OF THE PARTIES.**

(a) **Independent Contractors.** Neither this Agreement nor the dealings of the Parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence. Franchisor and Developer, as between themselves, are and shall be independent contractors.

Developer understands and agrees that Franchisor may operate and change the System and Franchisor’s business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Franchisor has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Developer a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make its decision or exercise its right and/or discretion on the basis of Franchisor’s judgment of what is in its best interests, including its judgment of what is in the best interests of its franchise network, at the time its decision is made or its right or discretion is exercised, without regard to whether: (i) other reasonable alternative decisions or actions could have been made by Franchisor; (ii) Franchisor’s decision or the action it takes promotes its financial or other individual interest; (iii) Franchisor’s decision or the action it takes applies differently to Developer and one or more other Developers or Franchisor’s company-owned operations; or (iv) Franchisor’s decision or the exercise of its right or discretion is adverse to Developer’s interests. In the absence of an applicable statute, Franchisor will have no liability to Developer for any such decision or action. Franchisor and Developer intend that the exercise of its right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Developer agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with its rights and obligations hereunder.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. Developer must conspicuously identify itself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of development rights granted hereunder and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as Franchisor may require from time to time.

Developer may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in Franchisor's name or on Franchisor's behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. Franchisor will not be obligated by or have any liability under any agreements made by Developer with any third party or for any representations made by Developer to any third party. Franchisor will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of Developer's business hereunder.

(b) **Indemnification**. Developer agrees to indemnify, defend, and hold harmless Franchisor Indemnitees against, and to reimburse any one or more of the Franchisor Indemnitees for, any and all Claims (as defined below) directly or indirectly arising out of (i) Developer's failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (ii) Developer's breach of any representation or warranty contained in this Agreement, (iii) the business Developer conducts under this Agreement, (iv) Developer's development, ownership, operation and/or closing of its Restore Studios (including any claims for unauthorized practice of medicine or medical malpractice), (v) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, and (vi) employment matters in connection with Developer's Restore Studios (collectively "**Indemnified Event**") and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees.

The foregoing indemnity shall apply even if it is alleged or determined that one or more Franchisor Indemnitees' negligence caused such Claim, in whole or in part; unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by such Franchisor Indemnitees' gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator(s) with competent jurisdiction.

The term "**Claims**" includes all obligations, damages (actual, consequential, or otherwise) and costs that any Franchisor Indemnitee reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

Developer agrees to give the Franchisor Indemnitees written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of the Franchisor Indemnitees within three (3) days of Developer's actual or constructive knowledge of it. The Franchisor Indemnitees shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into

settlements or take any other remedial, corrective, or other actions. Developer agrees to give its full cooperation to the Franchisor Indemnitees in assisting the Franchisor Indemnitees with the defense of any such claim, and to reimburse the Franchisor Indemnitees for all of their costs and expenses in defending any such claim, including court costs and reasonable attorneys' fees, within ten (10) days of the date of each invoice delivered by the Franchisor Indemnitees to Developer enumerating such costs, expenses and attorneys' fees.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. A Franchisor Indemnitee need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against Developer under this subparagraph. Developer agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that a Franchisor Indemnitee may recover from Developer under this subparagraph. Franchisor's or any of the other Franchisor Indemnitees' undertaking of defense and/or settlement will in no way diminish Developer's obligation to indemnify the Franchisor Indemnitees and to hold the Franchisor Indemnitees harmless.

(c) **Ownership of the Marks.** Developer acknowledges that Franchisor's Affiliate owns the Marks and that Developer is not granted the right under this Agreement to use the Marks. Developer's right to use the Marks arises solely from, and is limited to, Franchise Agreements entered into between Developer and Franchisor with respect to each Restore Studio operated in the Designated Area. Developer shall not use any Mark (or any abbreviation, modification or colorable imitation) either (i) as part of any corporate, legal or other business name associated with or created by Developer (or its Affiliates), except than in connection with any legally required fictitious or assumed name filings; (ii) with any prefix, suffix or other modifying words, any of Developer's terms, designs or symbols; (iii) with the name or other designation of the metropolitan area or city in which any of Developer's Restore Studios are located; or (iv) in any other manner (including any Internet related use such as an electronic media identifier, for websites, web pages or domain names) not explicitly authorized in writing by Franchisor. Developer may not at any time, whether during or after the Term, contest or assist any other person or entity in contesting the validity or ownership of any of the Marks.

## **5. RESTRICTIVE COVENANTS.**

(a) **Confidential Information.** Franchisor will disclose (or will cause to be disclosed) parts of its Confidential Information to Developer solely for Developer's use in connection with this Agreement. Developer acknowledges that the Confidential Information is proprietary and includes Franchisor's trade secrets. During the Term and thereafter, Developer (and its Owners) : (a) may not use the Confidential Information in any other business or capacity, Developer acknowledging that such use is an unfair method of competition); (b) must strictly maintain the confidentiality of the Confidential Information; (c) may not make unauthorized copies nor permit unauthorized access to any portion of the Confidential Information disclosed in written, electronic or other form; and (d) must implement all reasonable procedures Franchisor prescribes from time to time to prevent unauthorized use or disclosure of the Confidential Information, including entering into non-disclosure and/or non-competition agreements with Developer's officers, directors and managers that Franchisor prescribes, and Developer must deliver such agreements to Franchisor. At the end of the Term, Developer (and its Owners) must deliver to



Franchisor all Confidential Information in their possession or control, except for such information as Developer is permitted by Franchisor to retain pursuant to Franchise Agreements then in effect. Developer's restrictions on disclosure and use of Confidential Information do not apply to information or techniques that are (or become) generally known in the alternative health and wellness industry (except through Developer's own disclosure).

(b) **In-Term Covenants.** Developer (and its Owners) covenant and agree that during the Term, neither Developer nor any of its Owners, as applicable, will, without Franchisor's prior written consent (which consent may be withheld at Franchisor's discretion), either directly or indirectly, for itself or themselves, or through, on behalf of, or in conjunction with, any Person or Entity:

(i) Divert or attempt to divert any actual or prospective business or customer of Restore Studios to any Competitive Business, by direct or indirect inducement or otherwise.

(ii) Do or perform, directly or indirectly, any other act injurious to or prejudicial to the goodwill associated with the Marks and the System; or,

(iii) Own, maintain, operate, be employed by, engage in, franchise, lease property to, advise, help, make loans to, or have any interest in, either directly or indirectly, any Competitive Business or any business that grants licenses or franchises for any Competitive Business.

(c) **Information Exchange.** All processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a health and wellness business, whether or not constituting protectable intellectual property (collectively, the "**Materials**"), that Developer creates, or that are created on its behalf, in connection with the development or operation of its Studios must be promptly disclosed to Franchisor. If Franchisor adopts any of such Materials as part of the System, or deems them to be sufficiently related to Franchisor and its business to be considered proprietary, they will be deemed to be Franchisor's sole and exclusive property and deemed to be Works-made-for-Hire (as such term is defined under Section 101 of the Copyright Act) for Franchisor, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, Developer irrevocably conveys, grants, transfers and assigns to Franchisor all rights, title and interest which Developer may have now or in the future in and to the Materials. Developer agrees to sign whatever assignment or other documents Franchisor requests, during and after the Term, to evidence Franchisor's ownership or to assist Franchisor in securing intellectual property rights in the Materials, and Developer warrants that it will obtain all rights from any third party acting on its behalf to comply with this provision.

## **6. DEVELOPER'S RIGHT TO TRANSFER.**

(a) **Transfer Subject to Approval.** Developer's rights and duties under this Agreement are personal to Developer and its Owners. Accordingly, neither Developer nor any of its Owners may effect or cause a Transfer without Franchisor's prior written approval and complying with the terms and conditions of this Section 6. Any Transfer without such written

approval or compliance constitutes a breach of this Agreement and is void and of no force or effect. Developer may not under any circumstances directly or indirectly subfranchise or sublicense any of its rights hereunder.

(b) **Conditions for Approval.** If Franchisor has not exercised its right of first refusal under Section 6(e), Franchisor will not unreasonably withhold its approval of a Transfer that meets all of the reasonable restrictions, requirements and conditions Franchisor imposes on the Transfer, the transferor(s) and/or the transferee(s), including the following:

(i) Developer (and its Owners and Affiliates) must be in compliance with the provisions of this Agreement, all Franchise Agreements executed pursuant hereto and all other agreements with Franchisor or any of its Affiliates;

(ii) the proposed transferee and its owners must provide Franchisor on a timely basis all information Franchisor requests; the transferee's owners must be individuals acting in their individual capacities who are of good character and reputation and pass a background check processed by Franchisor's approved vendor; and the transferee and its owners must have sufficient business experience, aptitude and financial resources, as determined within Franchisor's discretion, to develop Restore Studios pursuant to this Agreement, and must otherwise meet Franchisor's then-current standards for becoming a new developer;

(iii) the transferee (and its owners) must agree to be bound by all of the provisions of this Agreement for the remainder of the Term;

(iv) Developer must pay Franchisor its then-current standard transfer fee, which may vary depending on whether the Transfer is of a controlling interest or a non-controlling interest in Developer or the franchised business granted to Developer hereunder;

(v) Developer (and its Owners and Affiliates) must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor, its Affiliates and their respective shareholders, members, managers, officers, directors, employees, agents, successors and assigns;

(vi) Franchisor must not have disapproved the material terms and conditions of such Transfer (including price, terms of payment and financing) on the basis that the terms are likely, in Franchisor's reasonable judgment, to adversely affect the transferee's operation of Restore Studios or its compliance with its franchise agreements, any area development agreements and any other agreements being transferred;

(vii) if Developer (or any of its Owners or Affiliates) finances any part of the sale price of the transferred interest, Developer (and its Owners or Affiliates) must agree that all obligations of the transferee, and security interests reserved by any of them in the assets transferred, will be subordinate to the transferee's obligations to pay all amounts due Franchisor and its Affiliates and to otherwise comply with this Agreement, any Franchise Agreement being transferred, or any franchise agreement to be executed by the transferee;

(viii) Developer (and its Owners) must execute a non-competition covenant, in a form and substance satisfactory to Franchisor, in favor of Franchisor with the transferee agreeing that for a period of two (2) years starting on the effective date of the Transfer, Developer (and its Owners) will not directly or indirectly (such as through an Affiliate or a member of his or her or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (i) any Competitive Business that is operating within the Development Area; (ii) any Competitive Business that is operating within a five (5)-mile radius of any Restore Studio in operation or under construction as of the effective date of such Transfer; or (iii) any entity that grants franchises, licenses or other interests to others to operate any Competitive Business;

(ix) Developer (and its Owners and Affiliates) must execute such other documents and do such other things as Franchisor reasonably requires to protect its rights under this Agreement, any Franchise Agreements and any other agreements being transferred.

(c) **Effect of Approval.** Franchisor's approval of a Transfer does not constitute: (i) a representation as to the fairness of the terms of any agreement or arrangement between Developer (or its Owners) and the transferee or as to the prospects for success by the transferee; (ii) Franchisor's release of Developer (and Developer's Owners); (iii) Franchisor's waiver of any claims against Developer (or Developer's Owners); or (iv) Franchisor's waiver of its right to demand the transferee's compliance with this Agreement. Any approval shall apply only to the specific Transfer being proposed and shall not constitute Franchisor's approval of, or have any bearing on, any other proposed transfer.

(d) **Death or Disability of Developer.** Upon the death or permanent disability of Developer's Operator (or a Owner of a controlling interest in Developer), the executor, administrator, or other personal representative of such person shall Transfer his or her interest in Developer to a third party approved by Franchisor in accordance with all of the applicable provisions of Section 6 within a reasonable period of time, not to exceed nine (9) months from the date of death or permanent disability.

(e) **Franchisor's Right of First Refusal.** If Developer or any of its Owners desires to Transfer the Development Rights for legal consideration (e.g., excluding gifts, testamentary dispositions, etc.), Developer or such Owner(s) must obtain a *bona fide*, executed written offer from a responsible and fully disclosed purchaser (which must contain a confidentiality covenant by Developer and the prospective buyer to which Franchisor shall be an intended third-party beneficiary) and must deliver immediately to Franchisor a complete and accurate copy of such offer as well as any due diligence information Franchisor may request. If the offeror proposes to buy any other property or rights from Developer (or any of its Owners or Affiliates), as part of the *bona fide* offer, except than rights under area development and franchise agreements for Restore Studios), the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is fully disclosed to Franchisor, and the price and terms of purchase offered to Developer or its Owners for the Transfer must reflect the *bona fide* price offered therefor and not reflect any value for any other property or rights.

Franchisor has the option, exercisable by notice delivered to Developer or its Owners (as applicable) within thirty (30) days from the date of delivery of a complete and accurate copy of such *bona fide* offer to Franchisor (as well as having been provided the requested

due diligence information), to purchase such interest on the terms and conditions contained in such offer, provided that:

- (a) Franchisor may substitute cash for any form of payment proposed in such offer;
- (b) Franchisor's credit shall be deemed equal to the credit of any proposed purchaser;
- (c) Franchisor shall have not less than ninety (90) days from the option exercise date to consummate the transaction; and
- (d) Franchisor shall not be required to pay deposits (such as earnest money) or to escrow funds prior to closing.

Franchisor has the right to investigate and analyze the business, assets and liabilities and all other matters it deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of purchase. Franchisor may conduct such investigation and analysis in any manner it deems reasonably appropriate, and Developer (and its Owners) must cooperate fully with Franchisor in connection therewith.

If Franchisor exercises its option to purchase, Franchisor is entitled to purchase such interest subject to all representations and warranties, closing documents, releases, non-competition covenants, indemnities and off-set rights, as Franchisor reasonably may require; provided, however, that if Franchisor exercises its option as a result of a written offer reflected in a fully negotiated definitive agreement with the proposed purchaser, Franchisor will not be entitled to any additional representations, warranties, closing documents or indemnities that will have a materially adverse effect on Developer's rights and obligations under the definitive agreement. If Franchisor does not exercise its option to purchase, then Developer (or its Owners, as applicable) may complete the sale to such offeror pursuant to the exact terms of such offer, subject to Franchisor's approval of the Transfer as provided in Sections 6(a) and 6(b); provided, however, that if the sale to such offeror is not completed within ninety (90) days after delivery of such offer to Franchisor, or if there is a change in the terms of the offer, Developer must promptly notify Franchisor no later than three (3) business days after the ninety-day period or such change in terms, and Franchisor shall have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the thirty-day period following Franchisor's receipt of Developer's notification of the expiration of the ninety-day period or the material change to the terms of the offer.

(f) **Securities Offerings.** Developer (and its Owners) shall not issue or sell, or offer to issue or sell, any of its securities or any securities of any of its Affiliates, regardless of the means by which such sale is conducted, whether directly or indirectly, or by operation of law (including by merger, consolidation, reorganization or otherwise) without first obtaining Franchisor's prior written consent and complying with all of Developer's requirements and restrictions concerning use of information about Franchisor (and its Affiliates). Notwithstanding the foregoing, Developer (and its Owners) shall not issue or sell its securities or the securities of any of its Affiliates if: (1) such securities would be required to be registered pursuant to the

Securities Act of 1933, as amended; or (2) after such issuance or sale, Developer or such Affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended. Any memorandum or other communications circulated in connection with any solicitation of offers to purchase that would require Franchisor's prior written consent to transfer or assign the Development Rights (through whatever form of transaction, including direct or indirect sales of assets or securities, operation of law, or otherwise) is subject to Franchisor's approval.

## **7. TERMINATION OF THE AGREEMENT.**

The occurrence of any of the following events described in this Section 7 are material breaches that will adversely and substantially affect the interests of Franchisor and be deemed an Event of Default constituting just cause for exercising any of the remedies set forth herein.

(a) **Immediate Termination.** This Agreement will automatically terminate without notice, at Franchisor's discretion, if: (i) Developer becomes insolvent by reason of its inability to pay its debts as they mature; (ii) Developer is adjudicated bankrupt or insolvent; (iii) Developer files a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States or has such a petition filed against Developer, which is not discharged within thirty (30) days; (iv) a receiver or other custodian, permanent or temporary, is appointed for its business, assets or property; (v) Developer requests the appointment of a receiver or makes a general assignment for the benefit of creditors; (vi) a final judgment against Developer in the amount of Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000) or more remains unsatisfied of record for thirty (30) days or longer; (vii) its bank accounts, property or accounts receivable are attached; (viii) execution is levied against its business or property; (ix) suit is filed to foreclose any lien or mortgage against any of its assets and such suit is not dismissed within thirty (30) days; or (x) Developer voluntarily dissolves or liquidates or has a petition filed for corporate or partnership dissolution and such petition is not dismissed within thirty (30) days.

(b) **Termination Upon Notice.** In addition to Franchisor's right to terminate pursuant to other provisions of this Agreement or under Applicable Law, Franchisor may terminate this Agreement, effective upon delivery of notice of termination to Developer, if Developer or any of its Owners:

(i) fails to satisfy any of the requirements in the Development Schedule, including any payment of the development fee, execution of any Franchise Agreement or the opening and operating of the cumulative number of Studios required to be open and operating in any Development Period as specified in Column F of the Development Schedule;

(ii) makes or attempts to make an unauthorized Transfer or fails to Transfer or the interest of a deceased or disabled Owner as required hereby;

(iii) makes any material misstatement or omission in connection with acquiring the franchise or entering into this Agreement or in any other information, report or summary provided to Franchisor at any time;

(iv) is convicted of, or pleads no contest to, a felony or other crime or offense that Franchisor reasonably believes may adversely affect the System or the goodwill associated with the Marks;

(v) makes any unauthorized use or disclosure of the Confidential Information;

(vi) fails to comply with Section 10(j) of this Agreement, or Developer's or any of Developer's Owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities;

(vii) fails to comply with any other provision of this Agreement and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Developer;

(viii) is in breach of any Franchise Agreement such that Franchisor has the right to terminate the Franchise Agreement, whether or not Franchisor elects to do so; or

(ix) is in breach of any other agreement between Developer (or any of its Affiliates) and Franchisor (or any of its Affiliates) such that Franchisor has a right to terminate any such agreement, whether or not Franchisor elects to do so.

(c) **Franchisor's Alternative Remedies Upon Developer's Default.** In addition to, and without limiting, Franchisor's other rights and remedies under this Agreement, any other agreement or Applicable Law, upon the occurrence of any event giving rise to Franchisor's right to terminate this Agreement under the preceding Sections 7(a) and 7(b), Franchisor may instead elect, at Franchisor's sole option and upon providing Developer written notice, to take any or all of the following actions without terminating this Agreement:

(i) temporarily or permanently modify the Development Schedule; or

(ii) temporarily or permanently reduce the size of the Development Area, in which case the restrictions on Franchisor or Franchisor's Affiliates under Section 1(b) above will not apply in any geographic area removed from the preceding territorial boundaries.

## **8. EFFECT OF TERMINATION AND EXPIRATION.**

(a) **Continuing Obligations.** All obligations under this Agreement, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire.

(b) **Post-Term Covenants.** For a period of two (2) years, starting on the effective date of termination or expiration, Developer (and its Owners) shall not directly or indirectly (such as through an Affiliate or through its or their Immediate Families) shall own a legal or beneficial interest in, or render services or give advice to: (i) any Competitive Business operating within the Development Area; (ii) any Competitive Business operating within a radius of five (5) miles of any Restore Studio in operation or under construction on the effective date of

termination or expiration; or (iii) any entity that grants franchises or licenses interests to others to operate any Competitive Business.

Developer (and each of its Owners) expressly acknowledge the possession of skills and abilities of a general nature and other opportunities for exploiting such skills in other ways, so that enforcement of the covenants contained in this Section (b) will not deprive Developer (or its Owners) of their personal goodwill or ability to earn a living. If Developer (or any of its Owners) fails or refuses to abide by any of the foregoing covenants and Franchisor obtains enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached that Franchisor seeks to enforce it, and Developer's obligations will continue in effect for a period of time ending two (2) years after the date of the order enforcing the covenant.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION.**

(a) **Arbitration.** Franchisor and Developer agree that all controversies, disputes, or claims between Franchisor and Franchisor's Affiliates, and Franchisor's and Franchisor's Affiliates' respective shareholders, officers, directors, partners, members, managers, agents, and/or employees, and Developer (and/or Developer's Owners, guarantors, Affiliates, and/or employees) arising out of or related to:

(i) this Agreement or any other agreement between Developer and Franchisor or Developer's or Franchisor's respective Affiliates;

(ii) Franchisor's relationship with Developer;

(iii) the scope and validity of this Agreement or any other agreement between Developer and Franchisor or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 9(a), which the parties acknowledge is to be determined by arbitrators and not a court); or

(iv) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. There shall be one (1) arbitrator if the amount of the claim is Five Hundred Thousand Dollars (\$500,000) or less, or three (3) arbitrators if the amount of the claim is more than Five Hundred Thousand Dollars (\$500,000). If there is one (1) arbitrator, the arbitrator shall be appointed by the American Arbitration Association ("AAA"). If there are three (3) arbitrators, the claimant shall appoint one (1) arbitrator in its notice of arbitration and statement of claim; the respondent shall appoint one (1) arbitrator in its statement of defense, and the third arbitrator, who shall act as the Chairman, shall be appointed by the two (2) arbitrators appointed by the parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not appointed within these time periods, the AAA shall make the appointments. The arbitration proceedings will be conducted, except as this Section 9(a) otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrators in the city in which Franchisor's then current principal business address is located (currently, Austin, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as

expressly provided otherwise in the remainder of this Section 9(a), judgment upon the arbitrators' award may be entered in any court of competent jurisdiction.

The arbitrators have the right to award or include in their award any relief which they deem proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrators may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 9(f) below, award any punitive or exemplary damages against either party (Franchisor and Developer hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 9(f) below, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Except as expressly limited by Section 9(g) below, Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Law or this Agreement, whichever expires earlier. Franchisor and Developer further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either Developer or Franchisor. Franchisor reserves the right, but has no obligation, to advance Developer's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished its right to seek the recovery of those costs in accordance with Section 9(e).

Franchisor and Developer agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between Franchisor and its Affiliates, and Franchisor's and their respective shareholders, members, partners, officers, directors, managers, agents, and/or employees, and Developer (and/or Developer's Owners, guarantors, Affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between Franchisor and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 9(a) or Section 10(a), if any court or arbitrators determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 9(a), then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 9 (excluding this Section 9(a)).

Except as expressly provided otherwise in the remainder of this Section 9, despite Franchisor's and Developer's agreement to arbitrate, Franchisor and Developer each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that Franchisor and Developer must contemporaneously submit their dispute for arbitration on the merits as provided in this Section 9(a).



The provisions of this Section 9(a) are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

**(b) Governing Law.** All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.), or other Federal law, this Agreement and all claims arising from the relationship between Franchisor and Developer shall be construed under the laws of the State of Texas; provided that the foregoing shall not constitute a waiver of any of Developer's rights under any applicable franchise law of another state. Otherwise, in the event of any conflict of law, Texas law will prevail, without regard to its conflicts of law principles. However, if any provision of this Agreement is deemed to be unenforceable under Texas law, and if the Development Area is located outside of Texas and such provision is deemed to be enforceable under the laws of the state in which the Development Area (or its predominant part) is located, then the provision at issue shall be construed under the laws of that state. Nothing in this Section 9(a) is intended to subject this Agreement to any franchise or similar law, rule or regulation of the State of Texas to which this Agreement otherwise would not be subject.

**(c) Consent to Jurisdiction.** Subject to Section 9(a) above and the provisions below, Developer (and its Owners) irrevocably submit to the jurisdiction of the courts of Texas in any suit, action or proceeding, arising out of or relating to this Agreement or any other dispute between Developer and Franchisor. Developer irrevocably agrees that all claims related to any suit, action or proceeding must be brought or defended therein, except with respect to matters that are under the jurisdiction of the federal courts of the United States, which shall be brought or defended in the Federal District Court sitting in Austin, Texas. Developer (and each of its Owners) irrevocably waives, to the fullest extent permitted under law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agrees that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Texas but may be served with the same effect as if Developer was served within the State of Texas by certified mail or any other means permitted by law addressed to Developer at the address set forth herein. Nothing contained herein shall affect Franchisor's right to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by Franchisor to enforce any arbitration order or award or judgment against Developer entered by a state or federal court.

**(d) Injunctive Relief.** Franchisor may obtain in any court of competent jurisdiction any injunctive or emergency relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause Franchisor irreparable harm. Franchisor may obtain such injunctive relief without bond. In addition to such other relief that may be available at equity or law, Developer's sole remedy in the event of the entry of such injunction is limited to dissolution of the injunction, if warranted upon hearing duly held. Developer expressly waives all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived. Developer (and each of its Owners) acknowledges that any violation of Section 6 or Section 9 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, Developer (and each of its Owners) consents to the issuance of an injunction

prohibiting any conduct in violation of Section 6 and Section 9 and agrees that the existence of any claim that Developer (or any of its Owners) may have against Franchisor, whether arising from this Agreement, shall not constitute a defense to the enforcement of these Sections.

(e) **Attorneys' Fees.** If Franchisor incurs costs and expenses due to Developer's failure to pay when due amounts owed to Franchisor, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Developer agrees, whether or not Franchisor initiates a formal legal proceeding, to reimburse Franchisor for all of the costs and expenses that Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

(f) **Waiver of Punitive Damages and Jury Trial.** Except for Developer's obligation to indemnify Franchisor for third party claims under Section 4(b), Developer's failure to comply with its non-competition and confidentiality obligations under Sections 5(a) and 5(b), and except for punitive damages available to either party under Federal law, Franchisor and Developer (and its Owners) expressly waives, to the fullest extent permitted by law, any right to or claim for punitive or exemplary damages against the other. Additionally, Developer (and each of its Owners) waives to the fullest extent permitted by applicable law, the right to recover consequential damages (including lost future profits) for any claim directly or indirectly arising from or relating to this Agreement, including the termination of this Agreement.

Developer agrees that, for the Restore Hyper Wellness network to function properly, Franchisor should not be burdened with the costs of litigating network-wide disputes. Accordingly, any disagreement between Developer (and Developer's Owners) and Franchisor (and its Affiliates) shall be considered unique as to its facts and shall not be brought as a class action. Developer (and each of its Owners) expressly waives any right to proceed against Franchisor (or any of its shareholders, members, managers, Affiliates, officers, directors, employees, agents, successors and assigns) by way of a class, a multi-plaintiff, consolidated or collective action. In any legal action between the Parties, the presiding court shall not be precluded from independently determining the issues or claims in question, regardless of the similarity of issues in any other legal action involving Franchisor and any other developer or franchisee. Each Party expressly waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination.

**THE PARTIES AGREE THAT IN THE EVENT ANY LEGAL ACTION IS FILED IN CONNECTION WITH THIS AGREEMENT, SUCH ACTION SHALL BE TRIED TO THE COURT SITTING WITHOUT A JURY, AND ALL PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO HAVE ANY ACTION TRIED BY JURY.**

(g) **Limitation of Claims.** Except for claims arising from Developer's non-payment or underpayment of amounts Developer owes Franchisor, any and all claims arising out of or relating to this Agreement or Franchisor's relationship with Developer will be barred unless a judicial or arbitration proceeding is commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

(h) **Limited Liability for Franchisor's Related Parties.** Developer agrees that no past, present or future director, officer, manager, employee, incorporator, member, partner, shareholder, subsidiary, Affiliate, owner, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor's will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this agreement; (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisor and Developer, or (iii) any claim against Franchisor based on any alleged unlawful act or omission of Franchisor.

(i) **Covenant of Good Faith.** If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the Parties hereto agree that the covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law will imply the covenant, Developer agrees that: (i) this Agreement (and the relationship of the Parties hereto that is inherent in this Agreement) grants Franchisor the judgement to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may favorably or adversely affect Developer's interests; (ii) any judgement Franchisor exercises will be based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests of Franchisor's developers generally, and specifically without considering Developer's individual interests of the individuals interests of any other particular developer; (iii) Franchisor will have no liability to Developer for the exercise of Franchisor's judgment in this manner, so long as the judgment is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation will substitute its judgment for Franchisor's judgment so exercised.

(j) **Multiple Forms of Agreement.** Developer acknowledges and agrees that there may be more than one form of Multi-Unit Development Agreement in effect between Franchisor and Franchisor's various Restore Studio developers; those other agreements may contain provisions that may be materially different from the provisions contained in this Agreement; and Developer is not entitled to rely on any provisions of any other agreement with other Restore Studio developers whether to establish course of dealing, waiver, or estoppel, or for any other purpose.

## **10. MISCELLANEOUS.**

(a) **Severability and Substitution of Provisions.** Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein, which restricts competitive activity, is deemed unenforceable by virtue of its scope or in terms of geographic area, type of business activity prohibited or length of time, but could be rendered enforceable by reducing any part or all of it, Developer and Franchisor expressly agree that the covenant will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of the termination than is required hereunder, a different standard of "good cause" to terminate this Agreement or the taking of some other action not required hereunder, the prior notice, the "good cause" standard or the other action required by such law shall be substituted for the comparable provisions hereof and

govern the Parties' obligations under this Agreement. If any provision of this Agreement is deemed to be invalid or unenforceable under applicable law, Franchisor has the right, in its sole discretion, to modify such invalid or unenforceable provision to the extent required to make it valid and enforceable.

(b) **Waiver of Obligations.** Developer and Franchisor may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any such waiver granted shall be without prejudice to any other rights the waiving party may have, will be subject to continuing review by such party and may be revoked, in such party's sole discretion, at any time and for any reason, effective upon delivery to the other party of ten (10) days' prior notice. Neither Party shall be deemed to have waived any right reserved by this Agreement or be deemed to have modified this Agreement by virtue of any custom or practice of the Parties at variance with the terms of this Agreement.

(c) **Exercise of Rights.** Except as otherwise expressly provided herein, the rights of Franchisor and Developer hereunder are cumulative and no exercise or enforcement by Franchisor or Developer of any right or remedy hereunder shall preclude the exercise or enforcement by Franchisor or Developer of any other right or remedy hereunder, which Franchisor or Developer is entitled to enforce by applicable law. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any Party's failure, neglect, or delay to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement, shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within twenty-four (24) months after the later of: (i) the date of such breach or violation; or (ii) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

(d) **Successors and Assigns.** This Agreement is binding on the Parties hereto and their respective executors, administrators, heirs and permitted successors and assigns. This Agreement is fully transferable and assignable by Franchisor, whether by operation of law or otherwise (without notice to or approval by Developer), and shall inure to the benefit of any transferee or other legal successor to its interest herein.

(e) **Limitation on Damages.** Except with respect to its obligations regarding use of the Marks in Section 4 and the Confidential Information in Section 5(a), Franchisor and Developer (and Developer's Owners) each waives, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other. Developer (and each of its Owners) expressly waives, to the fullest extent permitted by applicable law, the right to recover consequential damages (including lost future profits) for any claim directly or indirectly arising from or relating to this Agreement.

(f) **Construction.** The language of this Agreement shall be construed according to its fair meaning and not strictly against any party. The introduction, personal guarantees, appendix, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties with respect to the subject matter hereof. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements between Franchisor and Developer relating to the

subject matter of this Agreement, other than Franchisor's franchise disclosure document, that either party may or does rely on or that will have any force or effect. Nothing in this Agreement is intended or shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. For the avoidance of doubt, nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document furnished to Developer. This Agreement shall not be modified except by written agreement signed by both parties. Time is of the essence in this Agreement.

To facilitate the execution of this Agreement by geographically separated parties, it may be executed in two or more counterparts, all of which shall constitute one agreement. The execution by one party of any counterpart shall be sufficient execution by that party whether or not the same counterpart has been executed by any other party. This Agreement shall become effective when each party has signed at least one counterpart. All facsimile and scanned executions shall be treated as originals for all purposes.

Developer agrees that the electronic signatures or digital signatures (each an "e-Signature") of any party to this Agreement shall have the same force and effect as manual signatures of such party and such e-Signature shall not be denied legal effect or enforceability solely because it is in electronic form or an electronic record was used in its formation. The parties agree that an e-Signature of either party is intended to: (i) authenticate the signature, (ii) represent the party's intent to sign, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party agrees not to contest the admissibility or enforceability of either party's e-Signature. For the purposes of this Agreement, e-signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

The headings of the Sections are for convenience only and do not limit or construe their contents. The term "including" shall be construed to include the words "without limitation." The term "**Developer**" is applicable to one or more persons, a corporation, limited liability company or a partnership and its Owners, as the case may be. If two or more persons are at any time Developer hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to Franchisor shall be joint and several. References to a controlling interest in an entity shall mean more than fifty percent (50%) of the equity or voting control of such entity.

(g) **Approvals and Consents.** Whenever this Agreement requires the prior approval or consent of either party, the other party shall make written request therefor, and such approval or consent shall be obtained in an unequivocal writing before proceeding; provided, however, that unless specified otherwise in this Agreement, such party may withhold approval or consent for any good faith reason. Furthermore, unless specified otherwise in this Agreement, no such approval or consent shall be deemed to constitute a warranty or representation of any kind, express or implied, and the approving or consenting party shall have no responsibility, liability or obligation arising therefrom.

(h) **Notices.** All notices, requests and reports permitted or required to be made by the provisions of this Agreement shall be in writing and shall be deemed delivered: (i) at the

time delivered by hand to the recipient party or any officer, director or partner of the recipient party; (ii) one (A) business day after transmission by facsimile, or other electronic system, if the sender has confirmation of successful transmission, or the same day it is sent by facsimile or email if the sender has a confirmation of receipt on that same day; (iii) one (1) business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (iv) five (5) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All notices to Franchisor must include a copy to its General Counsel and its Chief Executive Officer to be effective. Such notices, requests and reports shall be sent to the addresses identified in this Agreement unless and until a different address has been designated by appropriate written notice to the other party.

(i) **Receipt of Franchise Disclosure Document and Agreement.** Developer acknowledges having received Franchisor's franchise disclosure document and this Agreement, with all blanks completed, within the time periods required by applicable law.

(j) **Compliance with Anti-Terrorism and Other Laws.** Developer and Developer's Owners agree to comply, and to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply, with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time pertaining to: (a) the various anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the U.S. Department of the Treasury's Office of Foreign Assets Control, (b) the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, (c) the provisions of United States Executive Order 13224, (d) the U.S. Prevention of Corruption Act 1988, (e) the U. S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2, (e) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption, (f) bribery and anti-corruption laws, (g) the laws against money laundering, and (h) the laws against facilitating or supporting persons who conspire to commit these and other crimes against any person or government. Developer immediately shall notify Franchisor in writing if a potential violation of any of the foregoing legislation, laws, regulations, rules, ordinances, administrative orders, decrees and/or policies has occurred or is suspected to have occurred. Developer immediately shall provide Franchisor with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Restore Studios developed hereunder, or the Marks. Any failure to comply with this Section by Developer or Developer's Owners, or any blocking of Developer's or Developer's Owners' assets under any of such laws, legislation, regulations, orders, decrees and/or policies shall constitute good cause for immediate termination of this Agreement, as provided in Section 7(b) above.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of [\_\_\_\_\_] (the “**Effective Date**”).

**FRANCHISOR**

**RESTORE FRANCHISING, LLC**,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: James Donnelly  
Title: Chief Executive Officer

**DEVELOPER**

\_\_\_\_\_,  
a

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX A DEFINITIONS**

Certain initially capitalized terms used in this Agreement are defined in this Appendix A. Other terms are defined elsewhere in this Agreement in the context in which they arise. The defined terms may be used in the singular or plural or in varying tenses or forms, but such variations shall not affect their defined meaning so long as they are written with initial capital letters.

**“Affiliate”** means, with respect to a named Person, any Person that is controlled by, controlling or under common control with the named Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**“Applicable Law”** means any Federal, state, and local laws, ordinances, and codes, together with all rules, regulations, policies, and guidelines related thereto, applicable to the Franchisor, Developer, its Owners or the subject matter of this Agreement, including the development, construction and/or operation of the Studio including all laws and regulations related to the provision of certain healthcare services.

**“Competitive Business”** means any establishment for which cryotherapy and other services authorized for Restore Studios individually or collectively constitute, or (if a new business) is reasonably expected to constitute, 20% or more of the total revenues of such establishment in the trailing 12 months or the next 12 months, as applicable, and any other establishment that is the same as or substantially similar to a Restore Studio, including any health care facility, wellness facility, healing arts business, medical spa or day spa or chain of health care facilities, wellness facilities, healing arts businesses, medical spas or day spas. Restrictions in this Agreement on competitive activities do not apply to: (a) the ownership or operation of other Restore Studios that are licensed or franchised by Franchisor or any of its Affiliates; or (b) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

**“Confidential Information”** means Franchisor’s proprietary and confidential information relating to the development and operation of Restore Studios, including: (1) all information contained in the Manuals; (2) site selection criteria for Restore Studios and plans and specifications for the development of Restore Studios; (3) sales, marketing and advertising programs and techniques for Restore Studios; (4) identity of suppliers and knowledge of specifications, processes, procedures and equipment, and pricing for authorized equipment, materials and supplies; (5) knowledge of operating results and financial performance of Restore Studios, other than Restore Studios Developer owns; (6) methods of training and management relating to Restore Studios; (7) computer systems and software programs used or useful in Restore Studios; and (8) any and all other information which is provided to Developer that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential regardless of whether such information is specifically designated as proprietary or confidential.

**“Developer”** is defined in Exhibit A.



**APPENDIX A**  
**(Continued)**

**“Development Area”** is defined in Exhibit A.

**“Development Period”** means each period of the Development Schedule, as described in Exhibit A.

**“Development Schedule”** means any and all obligations of Developer under Section 5 of Exhibit A.

**“Entity”** means a business entity, including a corporation, limited liability company, general or limited partnership, limited liability partnership or any other type of legal entity.

**“Event of Default”** is defined in Section 7.

**“Franchisor”** means Restore Franchising, LLC., a Texas limited liability company, with its principal place of business located at 3601 South Congress, Suite C-200, Austin, Texas 78704.

**“Franchisor Indemnitees”** means Franchisor, its Affiliates and each of their respective Affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors and assignees.

**“Immediate Family”** means spouse, parents, brothers, sisters and children, whether natural or adopted.

**“Manuals”** means Franchisor’s operations and training manuals, and any other written directives related to the System, in whatever form and provided in whatever manner, as the same may be periodically amended and revised by Franchisor at its sole option, including the System Standards, all bulletins, supplements and ancillary and additional manuals and directives established by Franchisor from time to time.

**“Marks”** means the Restore Hyper Wellness trademarks and service marks and such other registered and unregistered trademarks, trade names, service marks, logos, slogans, emblems and other indicia of origin as are now designated, and may hereafter be designated, by Franchisor in writing for use in connection with the System.

**“Operator”** means the individual Developer so designates in Exhibit B and any replacement thereof approved by Franchisor.

**“Owner”** means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Developer (or a transferee of this Agreement and the Restore **Studios** developed hereunder or an ownership interest in Developer), including, without limitation, any person who has a direct or indirect interest in Developer (or a transferee), this Agreement, the development rights granted hereunder, or the Restore Studio Studios developed hereunder and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

**“Person”** means any natural person or Entity.

## APPENDIX A (Continued)

“**System**” means the distinctive and proprietary marks and trade dress, presentation styles and services, know-how, methods of operation, identification, décor, furnishings, equipment, training, service, technology, marketing, advertising, promotion and development that Franchisor may designate in written or electronic form or through usage from time to time that define and distinguish a Restore Studio, including (1) plans and specifications for interior and exterior signs, designs, layouts and color schemes; (2) methods, techniques, formats, systems, strategies, specifications, procedures, information, trade secrets, sales and marketing programs; (3) methods of business operations and management; (4) System Standards; (5) the Manuals; and (6) knowledge and experience regarding the operation and franchising of Restore Studios.

“**System Standards**” means the standards, requirements, specifications, techniques, methods, policies and procedures of the System and for the development and operation of Restore Studios, as set forth in the Manuals or otherwise specified by Franchisor in writing and as may be amended by Franchisor from time to time.

“**Transfer**” means the direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in Developer, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of its Restore Studio, or any one or more other acts or events not covered by the foregoing that Franchisor reasonably determines to be a form of direct or indirect transfer, including: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, Developer or of any interest convertible into or exchangeable for capital stock of, a membership interest in or a partnership interest in, Developer; (2) any merger or consolidation between Developer and another entity, whether or not Developer is the surviving entity, or any conversion of Developer from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of Developer’s assets; (3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution of marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law; (4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of any Owner as legally disabled, or upon or after the death of any of Developer’s Owners by will or the laws of intestate succession or otherwise; or (5) any foreclosure upon its Studio or the transfer, surrender or loss by Developer of possession, control or management of its Studio.

## EXHIBIT A

### PRINCIPAL TERMS

1. Franchisor. Restore Franchising, LLC, a Texas limited liability company, with its principal place of business as of the Effective Date located at 3601 South Congress Ave., Suite C-200, Austin, Texas 78704.

2. Developer. The Developer is \_\_\_\_\_, a(n) \_\_\_\_\_, formed under the laws of the state of \_\_\_\_\_, whose principal address is: \_\_\_\_\_.

3. Expiration Date. The expiration date is the latest date specified in Column C of the Development Schedule set forth in Section 5 below.

4. Development Area. The Development Area is the geographic area or areas listed below as named and depicted on the map attached hereto as Exhibit A-1:

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Any street boundaries shall be deemed to end at the street center line unless otherwise specified above. If there is any discrepancy between the description of the Development Area and the map, the description prevails.

Franchisor will identify the Development Area based on third-party trade area mapping and site analytics software solutions. In limited circumstances as Franchisor determines appropriate in its sole discretion, Franchisor may adjust a trade area based on various factors, including population density, average household income, drive-time proximity and traffic patterns, and proximity to other healthy active lifestyle and wellness concepts. If Franchisor adjusts a trade area that removes a future undeveloped territory from the Development Area, Franchisor will (a) provide Developer with notice as soon as reasonably practicable and (b) issue Developer a refund of the Development Fees equal to the portion of the initial franchise fees Developer paid for the undeveloped territory removed from the Development Area.

5. Development Schedule. Developer must timely comply with all of its obligations in the Development Schedule set forth below. Developer shall: (1) on or before the Commencement Date of each Development Period duly execute and deliver each of the Franchise Agreements required for such Development Period as specified in Column D of the Development Schedule, and (2) on or before the date that is seven (7) calendar days after Commencement Date of each Development Period pay the Development Fee specified in Column E of the Development Schedule. Time is of the essence of this Agreement and any requests by Developer to extend such obligation may be granted at Franchisor's sole discretion.

**EXHIBIT A**  
**(Continued)**

<b>DEVELOPMENT SCHEDULE</b>					
<b>A</b> <b>Development</b> <b>Period</b>	<b>B</b> <b>Commencement</b> <b>Date</b>	<b>C</b> <b>Development</b> <b>Period</b> <b>Expiration</b> <b>Date</b>	<b>D</b> <b>Required Number</b> <b>of Franchise</b> <b>Agreement(s)</b>	<b>E</b> <b>Development</b> <b>Fees</b>	<b>F</b> <b>Cumulative Number</b> <b>of Restore Studios To</b> <b>Be Open and</b> <b>Operating by the</b> <b>Development Period</b> <b>Expiration Date</b>
1					
2					
3					
4					

6. Development Fee.

(a) The Development Fee consists of a portion (or all) of the initial franchise fees for the Studios to be developed in the relevant Development Period, as described in subsection (b) below. The amount of the franchise fees will vary depending on the number of Studios to be developed as described in subsection (c) below.

(b) Developer shall pay Franchisor the Development Fee in one or more installments that correspond with each of the Development Periods as follows: (a) within seven (7) calendar days after the Effective Date, Developer must pay Franchisor (i) the sum of the full initial franchise fees for the Restore Studios to be developed during the first Development Period and (ii) Fifty Percent (50%) of the sum of the initial franchise fees for the remaining Restore Studios to be developed under the Development Schedule; and (b) within seven (7) calendar days after the start of the second and each subsequent Development Period, Developer must pay Franchisor the remaining Fifty Percent (50%) of the initial franchise fees due and owing for the Restore Studios scheduled to be developed during that Development Period. However, if 20 or more Restore Studios are to be developed, the Development Fee due and owing within seven (7) calendar days after the Effective Date will be equal to the full initial franchise fees for all Restore Studios to be developed under the Development Schedule.

**EXHIBIT A**  
**(Continued)**

(c) The amount of each initial franchise fee depends on the number of Studios to be developed by Developer, as follows:

- i. For 3-4 Restore Studios - \$42,000 per Studio.
- ii. For 5-9 Restore Studios - \$40,000 per Studio.
- iii. For 10-19 Restore Studios - \$35,000 per Studio.
- iv. For 20+ Restore Studios - \$20,000 per Studio.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: James Donnelly  
Title: Chief Executive Officer

**DEVELOPER**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A-1**

**MAP OF DEVELOPMENT AREA**

(attach)

## EXHIBIT B

### DEVELOPER AND ITS OWNERS

1. Operator. The name and home address of the Operator is as follows:

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2. Entity Specific Details.

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

Entity Form: \_\_\_\_\_

Entity Domicile: \_\_\_\_\_

Date of Formation: \_\_\_\_\_

Entity Business Address: \_\_\_\_\_

3. Owners and Authorized Signers. Developer and its Owners each represents and warrants that the following is a complete and accurate list of all Owners of Developer, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Developer. Developer and each Owner as to his/her ownership interest, represent and warrant that each Owner is the sole and exclusive legal and beneficial owner of his/her ownership interest in Developer, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

- (a) Name of Owner and Authorized Signer #1:

\_\_\_\_\_

Title of Authorized Signer #1: \_\_\_\_\_

Ownership % of Authorized Signer #1: \_\_\_\_%

Address of Authorized Signer #1:

\_\_\_\_\_

Phone No. of Authorized Signer #1: \_\_\_\_\_

Preferred Email of Authorized Signer #1: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT B**  
**(Continued)**

- (b) Name of Owner and Authorized Signer #2:  
Title of Authorized Signer #2: \_\_\_\_\_  
Ownership % of Authorized Signer #2: \_\_\_\_ %  
Address of Authorized Signer #2: \_\_\_\_\_  
\_\_\_\_\_  
Phone No. of Authorized Signer #2: \_\_\_\_\_  
Preferred Email of Authorized Signer #2: \_\_\_\_\_  
Signature: \_\_\_\_\_
- (c) Name of Owner and Authorized Signer #3:  
\_\_\_\_\_  
Title of Authorized Signer #3: \_\_\_\_\_  
Ownership % of Authorized Signer #3: \_\_\_\_ %  
Address of Authorized Signer #3: \_\_\_\_\_  
\_\_\_\_\_  
Phone No. of Authorized Signer #3: \_\_\_\_\_  
Preferred Email of Authorized Signer #3: \_\_\_\_\_  
Signature: \_\_\_\_\_

**DEVELOPER**

\_\_\_\_\_,  
a \_\_\_\_\_

By:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT C

### PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of the Restore, LLC Area Development Agreement dated as of \_\_\_\_\_, (as amended, revised or supplemented from time to time the “**Agreement**”) by and between RESTORE FRANCHISING, LLC (“**Franchisor**”), and \_\_\_\_\_ (“**Developer**”), each of the undersigned hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Developer made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by each and every provision in the Agreement (and any amendments), including Section 5 and 8.02 thereof.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right that the undersigned may have to require that an action be brought against Developer or any other person as a condition of liability; (e) notice of any amendment to the Agreement; and (f) any and all other notices and legal or equitable defenses to which that the undersigned may be entitled.

Each of the undersigned consents and agrees that: (i) that the undersigned’s direct and immediate liability under this guaranty shall be joint and several; (ii) that the undersigned shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses to do so punctually; such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Developer or to any other person including the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable until satisfied in full.

This Guaranty shall be construed under the laws of Texas without regard to its conflicts of law principles. Each of the undersigned irrevocably submits to the jurisdiction of the courts of the State of Texas in any suit, action or proceeding, arising out of or relating to this Guaranty, and irrevocably agrees that all claims in respect of any such suit, action or proceeding must be brought and/or defended therein except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Austin, Texas. Each of the undersigned irrevocably waives, to the fullest extent they may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agrees that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Texas but may be served with the same effect as if they were served within the State of Texas, by certified mail or any other means

permitted by law addressed to the undersigned at the address set forth herein. Nothing contained herein shall affect Franchisor's right to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by Franchisor to enforce any judgment against the undersigned entered by a State or Federal Court. In any judicial proceeding if Franchisor files an action to enforce the terms of the Guaranty and prevails, the undersigned agree to reimburse Franchisor for all of its expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees.

**Furthermore, the undersigned agree that any legal action in connection with this Agreement shall be tried to the court sitting without a jury, and the undersigned hereto waive any right to have any action tried by jury.**

**IN WITNESS WHEREOF**, each of the undersigned has hereunto affixed his/her signature as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GUARANTOR(S)**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Signature)

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

**EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2023**

**List of Open Studios as of 12.31.2023**

<b><u>Franchisee (Entity)</u></b>	<b><u>Principal Name(s)</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>Territory State</u></b>	<b><u>Phone</u></b>
Mountain Brook Wellness Services, LLC	Steve Olson	2800 Cahaba Village Plaza, Ste. 210	Birmingham	Alabama	(205) 518-5777
L5 Be Well Arizona, LLC	Christopher Kenny	2895 S. Alma School Rd, Suite 8	Chandler	Arizona	(480) 999-4970
L5 Be Well Arizona, LLC	Christopher Kenny	8155 W Bell Rd., Ste. 112	Peoria	Arizona	(623) 242-1269
L5 Be Well Arizona, LLC	Christopher Kenny	2450 W Happy Valley Rd., Ste. 1142	Phoenix	Arizona	(623) 201-8603
L5 Be Well Arizona, LLC	Christopher Kenny	8977 North Scottsdale Rd., Ste. 503	Scottsdale	Arizona	(623) 404-2213
L5 Be Well Arizona, LLC	Christopher Kenny	430 N. Scottsdale Rd #114	Tempe	Arizona	(480) 999-0757
DR Innovations, LLC	Andy Roy & Jeff Drake	11525 Cantrell Rd Ste 605	Little Rock	Arkansas	(501) 747-2261
DR Innovations, LLC	Andy Roy & Jeff Drake	4204 S JB Hunt Dr Ste 70	Rogers	Arkansas	(479) 202-5004
Vytal Ventures, LLC	Marc Thomas, Pete Selner, & NewTen Investors, LLC	6949 El Camino Real, Suite C101	Carlsbad	California	(760) 688-7970
Cerritos Wellness, LLC	Parag Laddha, Kunal Rao, James Chan, & Abhishek Singh	12855 Towne Center Dr.	Cerritos	California	(562) 539-2119
RH Folsom, LLC	Ilan Frank, Kristin Frank, Nathan Frank, & Kieren Dwyer	230 Palladio Parkway, Suite 1217	Folsom	California	(916) 790-2779
REST LAGN, LLC	Marc Thomas, Pete Selner, & NewTen Investors, LLC	32411 Golden Lantern Ste A	Laguna Niguel	California	(949) 312-2626
PBK1102, LLC	Peter & Becky Keady	15557 Union Ave, Suite B8	Los Gatos	California	(408) 333-9800
Vytal Ventures, LLC	Marc Thomas, Pete Selner, & NewTen Investors, LLC	27785 Santa Margarita Parkway, Suite 300	Mission Viejo	California	(949) 994-8973
Core 4, LLC	Michelle Kelly, & Elizabeth Mitchell, & Jill Myers	403 N Pacific Hwy Ste.104	Redondo Beach	California	(424) 222-7311
Restore Roseville, LLC	Ilan Frank, Kristin Frank, Nathan Frank, & Kieren Dwyer	1013 Galleria Blvd., Ste. #190	Roseville	California	(916) 573-7313
Sacramento Restore, Inc.	Ilan Frank	2541 Fair Oaks Blvd.	Sacramento	California	(916) 777-3747
Vytal Ventures, LLC	Marc Thomas, Pete Selner, & NewTen Investors, LLC	12925 El Camino Real	San Diego	California	(619) 821-6887
Three Legacies, Inc.	Brandon Cox	960 S. WESTLAKE BLVD. #11	Thousand Oaks	California	(805) 391-7780
REST TSTN, LLC	Marc Thomas, Pete Selner, & NewTen Investors, LLC	2885 El Camino Real	Tustin	California	(714) 912-9731
Valencia Wellness, LLC	Parag Laddha, Kunal Rao, James Chan, & Abhishek Singh	23961 Newhall Ranch Road	Valencia	California	(661) 362-8746
Chino Hills Wellness, LLC	Kunal Rao, Parag Laddha	13920 City Center Dr	Chino Hills	California	(909) 584-3385

**List of Open Studios as of 12.31.2023**

<b><u>Franchisee (Entity)</u></b>	<b><u>Principal Name(s)</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>Territory State</u></b>	<b><u>Phone</u></b>
Rest Irvn, LLC	Marc Thomas	3992D Barranca Parkway	Irvine	California	(949) 994-9016
RHW2, LLC	Michelle Kelly	4635 Admiralty Way, Suite 103	Marina Del Rey	California	(424) 352-3523
Vytal Ventures, LLC	Marc Thomas	1062 Irvine Avenue	Newport Beach	California	(949) 590-4931
CALTEX1, LLC	William Norris	73567 Highway 111 Ste. G-1	Palm Desert	California	(760) 505-3000
RH NorCal HoldCo, LLC	Ilan Frank	40 Crescent Dr, Suite B.	Pleasant Hill	California	(925) 276-9334
Rest PTLM, LLC	Marc Thomas	2990 Midway Dr Suite A	San Diego	California	(619) 618-0712
Three Legacies Inc.	Brandon Cox	3993 state street, Suite A	Santa Barbara	California	(805) 618-1025
Core 4, LLC	Michelle Kelly	1031 Montana Avenue	Santa Monica	California	(424) 416-7876
Torrance Wellness, LLC	Parag Laddha	2744 Pacific Coast Hwy	Torrance	California	(310) 807-2920
FL RHW Operating 1, LLC	Daniel Franklin	2835 Pearl Street, Suite D	Boulder	Colorado	(720) 269-4934
FL RHW Operating 1, LLC	Daniel Franklin	295 St Paul St.	Denver	Colorado	(720) 536-8106
Omran Solutions, LLC	Tony & Crystal Omran	2561 South Broadway	Denver	Colorado	(720) 379-8900
Live Restored, LLC	Kirk & Stacey Mickelsen, Dawn & Dane Miller, Andrew & Alexandra McKen	1519 Park Central Dr Ste 300	Highlands Ranch	Colorado	(303) 470-0979
Live Restored Bowles, LLC	Kirk Mickelsen & Dawn Miller	8055 W Bowles Ave, Suite #1200	Littleton	Colorado	(303) 993-6991
More Life Ventures, LLC	Shawn & Julie Johnson	3350 Youngfield St	Wheat Ridge	Colorado	(720) 741-8010
Franklin RHW Operating, LLC	Daniel Franklin	5046 E Hampden Ave	Denver	Colorado	(720) 704-6115
Franklin RHW Operating, LLC	Daniel Franklin	2934 E Arapahoe Rd. Suite 140	Erie	Colorado	(720) 370-3330
Stamford Restore, LLC	Felicia Sale	1055 High Ridge Rd	Stamford	Connecticut	(203) 890-9200
CT Restore, LLC	Christopher Gray	Suite 105 West Hartford, CT 06117	West Hartford	Connecticut	(860) 945-4300
Restore Westport, LLC	Felicia Sale	877 Post Rd E	Westport	Connecticut	(203) 557-0644
AMMA Development Group, LLC	Andy Ayers	346 Buckley Mill Rd.	Greenville	Delaware	(302) 317-1441
RHW Boca, LLC	Lisa Schiller, Kim Weiss, & Thomas Francella	21170-1 St. Andrews Blvd	Boca Raton	Florida	(561) 409-0003

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Restore Countryside, LLC	Grant Heller	25865 US Hwy 19 N	Clearwater	Florida	(813) 553-4678
Restore West Delray, LLC	Lisa Schiller, Kim Weiss, & Thomas Francella	9173 W Atlantic Ave Ste 110	Delray Beach	Florida	(561) 501-0006
Estero Cryo Ventures, LLC	Nicholas Christiano	10171 Estero Town Commons Pl Unit 303	Estero	Florida	(239) 301-0907
M & G Restore Fleming Island, LLC	Eric Kehle	1615 County Road 220, Unit 140	Fleming Island	Florida	(904) 830-1520
CLAD12m, LLC	Andrew & Lynn Dostaler	3970 3rd St South Jacksonville Beach, FL 32250	Jacksonville Beach	Florida	(904) 746-3967
Sunshine Cryo, LLC	Daneen Foxwell & Dan Drinnan	3681 Lake Emma Rd	Lake Mary	Florida	(407) 878-6164
Naples Cryo Ventures, LLC	Nicholas Christiano	6340 Naples Blvd., Suite7	Naples	Florida	(239) 260-5684
Maverick Cryo Holdings, LLC	Nicholas Christiano	8850 Founders Square Dr, Ste 220	Naples	Florida	(239) 360-4616
RHW Florida, LLC	Kal Gullapalli	7541B West Sand Lake Road, Suite B	Orlando	Florida	(407) 203-0017
RHW Nona, LLC	Juliana Garcia	14381 Narcoossee Rd #100	Orlando	Florida	(407) 305-7666
Restore PGA, LLC	Lisa Schiller, Kim Weiss, Thomas Francella, & Joe Fox	2650 PGA Blvd.	Palm Beach Garden	Florida	(561) 593-4500
Restore Seminole, LLC	Grant Heller	7855 113th St	Seminole	Florida	(813) 433-1349
Team Restore St. Pete, LLC	Jill Goulet	1700 4th St N	St. Petersburg	Florida	(727) 289-4733
Carrollwood Cryo Ventures, LLC	Nicholas Christiano, Winston Heibner, & BOF Maverick, LLC	13158 N Dale Mabry Hwy	Tampa	Florida	(813) 252-5464
Westchase Cryo Ventures, LLC	Nicholas Christiano, Winston Heibner, & BOF Maverick, LLC	10718 Countryway Blvd	Tampa	Florida	(813) 510-3104
Sarasota Cryo Ventures, LLC	Nicholas Christiano & Winston Heibner	5265 University Pkwy., Ste. #107	University Parkway	Florida	(941) 359-0022
Restore Palm Beach Operating, LLC	Lisa Schiller	2795 S. Dixie Hwy	West Palm Beach	Florida	(561) 858-8855
Winter Park Restore, LLC	Lisa Schiller Juliana Garcia	119 N. Orlando Ave. Suite 101	Winter Park	Florida	(321) 972-3516
Magnolia Wellness, LLC	Ali & Taylor Korf	4300 Paces Ferry Road SE (Suite 240)	Atlanta	Georgia	(678) 403-8560
Do More Stores, LLC	Eric Cain & Tadd Gonzales	2250 Marietta Blvd NW #208	Atlanta	Georgia	(678) 973-0388
L5 Be Well, LLC	Christopher Kenny	931 Monroe Dr NE, Unit 111A	Atlanta	Georgia	(404) 836-7994
Moxy RSTR Buford, LLC	Jose Cherres	2925 Buford Dr, Suite 2525	Buford	Georgia	(470) 589-1164

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L5 Be Well Georgia, LLC	Christopher Kenny	4706 Ashford Dunwoody Road, Building B1, Suite 200	Dunwoody	Georgia	(404) 410-5362
Magnolia Wellness Woodstock, LLC	Ali Korf	420 Chambers Street	Woodstock	Georgia	(770) 637-3092
Coeur Wellness Investments, LLC	Tim & Vicki Jolicoeur	3046 S Bown Way Suite A.	Boise	Idaho	(208) 936-8923
Coeur Wellness Investments, LLC	Tim & Vicki Jolicoeur	1296 East Observation Street, Meridian, Idaho 83642	Meridian	Idaho	(208) 205-9810
Revitalize NB, LLC	Daniel Lieberman & Scott Weinstein	936 Willow Road, Suite A	Chicago	Illinois	(224) 261-8168
Revitalize West Loop, LLC	Daniel Lieberman & Scott Weinstein	24 South Halsted	Chicago	Illinois	(312) 526-3842
Revitalize Holdings, LLC	Daniel Lieberman & Scott Weinstein	720 Waukegan Road, Suite M	Deerfield	Illinois	(224) 261-8168
Revitalize EV, LLC	Daniel Lieberman & Scott Weinstein	2650 Green Bay Road	Evanston	Illinois	(847) 563-8743
Revitalize West Ashley, LLC	Daniel Lieberman & Scott Weinstein	17W701 E Roosevelt Rd	Oakbrook Terrace	Illinois	(630) 359-5420
Revitalize Lincoln Park, LLC	Scott Weinstein	2473 N. Clark Street	Chicago	Illinois	(312) 779-6714
Hyper Wellness Therapy, LLC	Shawn Stansbery & Tim Scott	2552 East 146th Street	Carmel	Indiana	(317) 660-2838
Hyper Wellness Therapy, LLC	Shawn Stansbery & Tim Scott	9711 E 116th St., Ste. 330	Fishers	Indiana	(317) 558-9958
Hyper Wellness Therapy, LLC	Shawn Stansbery & Tim Scott	11100 N Michigan Rd., Ste 130	Zionsville	Indiana	(317) 751-1662
JAJA Midwest, LLC	Andy Roy, Jeff Drake, Josh Roy, & Adam Graddy	5029 W 119th St., Ste. 34	Overland Park	Kansas	(913) 283-8194
DR Innovations, LLC	Andy Roy & Jeff Drake	10096 East 13th Street North, Suite 138	Wichita	Kansas	(316) 749-8995
NAD DADS, LLC	John Fox, Joseph Boehm III, Sean P. Hennessy	9420 Brownsboro Rd.	Louisville	Kentucky	(502) 532-8429
NAD DADS, LLC	John Fox	2774 Town Center Blvd	Crestview Hills	Kentucky	(859) 201-4022
Zacamy Group, LLC	Katie Woods	100 Gorham Road Suite B	Portland	Maine	(207) 250-4444
LeoBruMa, LLC	Lenys Alcoreza & Oscar Alcoreza	3831 Boston St	Baltimore	Maryland	(443) 869-5422
Live Well USA, LLC	Justin Galiani	14933 Shady Grove Rd, Suite J	Rockville	Maryland	(240) 200-1260
Wicked Partners Northeast, Inc	Shannon McLaughlin, Mandy Oberton, & Jason Oberton	544 Legacy Pl	Dedham	Massachusetts	(781) 366-0591
Wicked Partners Northeast, Inc	Shannon McLaughlin, Mandy Oberton, & Jason Oberton	94 Derby Street, Suite 211	Hingham	Massachusetts	(781) 385-7342

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Wicked Partners Northeast, Inc	Shannon McLaughlin, Mandy Oberton, & Jason Oberton	55 Needham Street	Newton	Massachusetts	(617) 467-5728
Woburn Wellness LLC	Parag Laddha, Kunal Rao, James Chan, & Abhishek Singh	290 Mishawum Rd, Suite 210	Woburn	Massachusetts	(978) 224-3544
Lynnfield Wellness, LLC	Kunal Rao	1130 Market St	Lynnfield	Massachusetts	(781) 650-8487
Somerville Wellness, LLC	Kunal Rao	340 Grand Union Blvd, Unit C	Somerville	Massachusetts	(617) 600-3660
Watertown Wellness, LLC	Kunal Rao	10 Bond St.	Watertown	Massachusetts	(857) 304-4678
GB Wellness	Jim Donnelly, Cheryl Donnelly, Thomas Oh	3225 Washtenaw Ave.	Ann Arbor	Michigan	(734) 780-7433
Restore Michigan Partnership, LLC	Scott Marcus & John Babcock	643 S Adams Rd.	Birmingham	Michigan	(248) 598-4975
Restore Michigan Partnership, LLC	John Babcock	39743 Traditions Dr.	Northville	Michigan	(734) 519-5789
Restore Blaine, LLC	Perry Rice, Ryan Heim, Roger Schumacher, Tom Cloutier, & Tram Holloway	12410 Aberdeen St. NE, Ste 500	Blaine	Minnesota	(763) 299-7908
L5 Be Well Minnesota, LLC	Christopher Kenny	12215 Elm Creek Blvd., St. B30	Maple Grove	Minnesota	(763) 343-9903
L5 Be Well Minnesota, LLC	Christopher Kenny	1700 Plymouth Rd	Minnnetonka	Minnesota	(612) 444-9998
Midwest Restore, LLC	Perry Rice, Dan Axvig, Donnie Fellows,Randy Mckay, Bill Sevold, & Midwest Restore Holdings, LLC	720 Commons Dr. Ste 140	Woodbury	Minnesota	(651) 493-0428
Midwest RKP, LLC	Perry Rice	15662 Pilot Knob Rd. Ste 120	Apple Valley	Minnesota	(952) 236-8497
Restore Wellness STL, LLC	Jason Miltenberger & Tyler Milligan	1691 Clarkson Road	Chesterfield	Missouri	(636) 536-9516
KC Wellness, LLC	Scott Lowe	8528 NW Prairie View Rd. G-270	Kansas City	Missouri	(816) 301-6635
Restore Montana Billings, LLC	Doug Sperber	1008 Shiloh Crossing Boulevard, Suite 1	Billings	Montana	(406) 894-9798
Restore Montana, LLC	Doug Sperber	1040 S Fowler Ave, Unit 205	Bozeman	Montana	(406) 451-0096
Restore Henderson - Green Valley LLC	Tim & Vicki Jolicoeur	1550 N Green Valley Pkwy, Ste. 300	Henderson	Nevada	(725) 529-9700
Coeur Wellness Investments, LLC	Tim Jolicoeur	4220 S Grand Canyon Dr. Ste 1 & 2	Las Vegas	Nevada	(702) 664-8754
RH NorCal HoldCo, LLC	Ilan Frank	5110 Mae Anne Ave, Suite 506	Reno	Nevada	(775) 339-9396
Restore Dev Co, LLC	Dwayne & Karen Duprey, Stacy DeJesus & Michael Hinchcliffe	28 S River Rd.	Bedford	New Hampshire	(603) 263-8407
Restore Dev Co, LLC	Dwayne & Karen Duprey, Stacy DeJesus & Michael Hinchcliffe	1600 Woodbury Ave Ste 27	Portsmouth	New Hampshire	(603) 696-6141



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Restore Dev Co, LLC	Dwayne Duprey	258 Daniel Webster Hwy, Ste. 28A	Nashua	New Hampshire	(603) 696-3032
Restore Dev Co, LLC	Dwayne Duprey	2454 Lafayette Rd Suite 19	Portsmouth	New Hampshire	(603) 696-4338
Restore Life Jersey, LLC	Ian Kelly & Steve Chaloult	3371 US Hwy 1 Unit 19	Lawrenceville	New Jersey	(609) 356-0291
BGKT Enterprises, LLC	Steve Chaloult	1041 NJ-73	Marlton	New Jersey	(856) 595-9027
L5 Be Well, LLC	Christopher Kenny	905 River Rd, Unit# 9B	Edgewater	New Jersey	(201) 940-7525
Restore Life Morris Township, LLC	Steve Chalout	191 E Hanover Ave. Unit E6	Morristown	New Jersey	(973) 944-2611
L5 Be Well, LLC	Christopher Kenny	305 Route 17 South, Suite 9	Paramus	New Jersey	(201) 273-7608
High Desert Thrive Holdings, LLC	Elizabeth Lutes	8910 Holly Ave NE, Suite A	Albuquerque	New Mexico	(505) 433-3474
High Desert Thrive Holdings, LLC	Elizabeth Lutes	199 D Paseo de Peralta	Santa Fe	New Mexico	(505) 303-3168
Restore Life Brooklyn, LLC	Dan Weinstein, Erik Geisler	225 Flatbush Ave	Brooklyn	New York	(718) 559-0100
Restore Life Brooklyn, LLC	Dan Weinstein, Erik Geisler	149 Kent Avenue	Brooklyn	New York	(718) 701-6424
Restore Life USA, LLC	Dan Weinstein, Erik Geisler	777 White Plains Rd, Unit #10	East Chester	New York	(914) 713-0000
L5 Be Well, LLC	Christopher Kenny	1018 Old Country Rd #A	Garden City	New York	(516) 654-6192
Restore Life WC1, LLC	Jeremy Hirsch, Erik Geisler, Dan Weinstein, & Josh Shaw	195 N Bedford Rd. Suite 8	Mount Kisco	New York	(845) 871-2503
Jayhawk Health Ventures, LLC	Tom Kanyok	3349 Monroe Ave	Pittsford	New York	(585) 310-2623
Woodbury Restore, LLC	Felicia Sale	7957 Jericho Turnpike	Woodbury	New York	(516) 802-0563
Cardinal Cryo 3, LLC	Kyler Ferguson, Grace Rukstelis, & Jill Atkins	6660 Carmel Road	Carmel	North Carolina	(980) 498-0309
51 Nelson Maine Ventures, LLC	Meri Westcott	1800 E Franklin St, Ste. 11B	Chapel Hill	North Carolina	(919) 825-1126
Cardinal Cryo, LLC	Kyler Ferguson & Kent Youngstrom	9825 Sandy Rock Place, Suite E	Charlotte	North Carolina	(980) 339-7469
Cardinal Cryo, LLC	Kyler Ferguson & Kent Youngstrom	1711 Montford Dr	Charlotte	North Carolina	(980) 949-6948
51 Nelson Maine Ventures, LLC	Meri Westcott	737 9th St #250	Durham	North Carolina	(919) 251-8551
Raleigh Do More, LLC	Meri Westcott	2038 Clark Ave., Ste. A0131	Raleigh	North Carolina	(984) 459-8686

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Pinnacle Partners Holdings, LLC	Thomas Ball	1608 Village Market Place	Morrisville	North Carolina	(919) 930-3107
NAD DADS, LLC	John Fox, Joseph Boehm III, Sean P. Hennessy	2735 Madison Road	Cincinnati	Ohio	(513) 873-4384
Rejuvenation I Ltd.	Dan & Jamie Rogovin	4158 Easton Gateway Dr	Columbus	Ohio	(614) 944 9041
Rejuvenation II Ltd.	Dan & Jamie Rogovin	6774 Longshore St, D3	Dublin	Ohio	(614) 553-7207
NAD DADS, LLC	John Fox, Joseph Boehm III, Sean P. Hennessy	2781 Centre Dr, Ste. A	Fairborn	Ohio	(937) 779-5245
Hyper Wellness Therapy, LLC	Shawn Stansbery & Tim Scott	4175 Chappel Dr.	Perrysburg	Ohio	(419) 931-9992
Rejuvenate Life 2, LLC	Kurt & Stephanie Altenburger	17830 Royalton Rd #210	Strongsville	Ohio	(440) 297-2212
Rejuvenation III Ltd., LLC	Dan Rogovin	3094 Kingsdale Center	Upper Arlington	Ohio	(614) 745-0966
Rejuvenate Life 1, LLC	Kurt & Stephanie Altenburger	30664 Detroit Rd	Westlake	Ohio	(440) 249-7177
Rejuvenate Group, LLC	Kurt & Stephanie Altenburger	28699 Chagrin Blvd., Ste. 200	Woodmere	Ohio	(216) 245-4517
Restore Wellness OKC, LLC	Jason Miltenberger & Tyler Milligan	5840 N Classen Blvd	Oklahoma City	Oklahoma	(405) 849-6651
Restore Wellness Tulsa, LLC	Jason Miltenberger & Tyler Milligan	9146 S Yale Ave., Ste. 120	Tulsa	Oklahoma	(918) 551-7580
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	13140 SE 172nd Ave, #130	Happy Valley	Oregon	(503) 855-4695
Meraki Ventures Oswego LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	4871 Meadows Rd Unit 176	Lake Oswego	Oregon	(503) 908-0953
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	11830 NW Cedar Falls Dr, Unit 124	Portland	Oregon	(503) 747-4935
Meraki Ventures Tigard, LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	12264 SW Scholls Ferry Rd	Tigard	Oregon	(503) 268-1201
AMMA Development Group, LLC	Andy Ayers	1229 Chestnut St	Philadelphia	Pennsylvania	(215) 982-2637
AMMA Development Group, LLC	Andy Ayers	1551 N Main St	Warrington	Pennsylvania	(267) 483-5273
AMMA Development Group, LLC	Andrew Ayers & Michael Palumbo	121 Market Street, Ste. F-5A	Collegeville	Pennsylvania	(484) 755-3590
Pittadelphia, LLC	Thomas Kanyok & JJ Durant	1713 Route 228, STE H	Cranberry Township	Pennsylvania	(724) 576-9050
AMMA Development Group, LLC	Andrew Ayers & Michael Palumbo	430 W Lincoln Hwy	Exton	Pennsylvania	(484) 879-6048
CAML Partners of Lancaster, LLC	Andy Ayers	100 Rohrerstown Rd Ste 6	Lancaster	Pennsylvania	(717) 696-6338

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AMMA Development Group, LLC	Andrew Ayers & Michael Palumbo	1075 W Baltimore Pike, Ste C	Media	Pennsylvania	(484) 442-8359
AMMA Development Group, LLC	Andrew Ayers & Michael Palumbo	82 East Lancaster Dr., Ste. B14	Paoli	Pennsylvania	(610) 590-7279
McCandless Restore Health Ventures, LLC	Tom Kanyok	9186 Covenant Ave	Pittsburgh	Pennsylvania	(412) 837-4163
HATA CRYO BLOOMFIELD, LLC	Herky Pollock, Anton Plantz, Thomas McCafferty, Adam Plantz	5213 Liberty Ave.	Pittsburgh	Pennsylvania	(412) 730-4307
ATA Cryo, LLC	Anton Plantz, Thomas McCafferty, Adam Plantz	100 Siena Dr Ste 185	Pittsburgh	Pennsylvania	(412) 409-2890
Restore Philadelphia, LLC	Andrew Ayers & Michael Palumbo	500 W Germantown Pike #1195	Plymouth Meeting	Pennsylvania	(484) 368-3492
Restore Rhode Island, LLC	Shannon McLaughlin	125 Hillside Road	Cranston	Rhode Island	(401) 203-5006
Revitalize West Ashley, LLC	Daniel Lieberman & Scott Weinstein	975 Savannah Hwy Unit #105	Charleston	South Carolina	(843) 212-5656
Restore Health Greenville, LLC	Tricia Craddock, Adam Hart, Wesley & Chad Griffin	1143 Woodruff Rd	Greenville	South Carolina	(864) 991-8403
Revitalize HHI, LLC	Daniel Lieberman & Scott Weinstein	11 Marina Side Dr	Hilton Head Island	South Carolina	(843) 715-2001
Revitalize North Mount Pleasant, LLC	Daniel Lieberman & Scott Weinstein	1102 Oakland Market Rd., Ste. 2-3	Mount Pleasant	South Carolina	(843) 936-6313
Revitalize South Mount Pleasant, LLC	Daniel Lieberman & Scott Weinstein	893 Houston Northcutt Blvd	Mount Pleasant	South Carolina	(843) 442-4445
MKO Wellness, LLC	Mike O'Kelly	760 Herlong Ave, Suite 102	Rock Hill	South Carolina	(803) 324-2535
Restore Wellness of Greater Nashville, LLC	Vincent & Tara Magnarini	269 Franklin Rd A	Brentwood	Tennessee	(615) 739-5897
Fezziwig, LLC	Dianne Smith & Brett Wade	401 S Mount Juliet Rd., Ste. 131	Mount Juliet	Tennessee	(615) 288-4529
Redeemed & Restored, LLC	Gabe & Callie Beukinga	2615 Medical Center Parkway, Ste. 1775 & 1777	Murfreesboro	Tennessee	(629) 267-7600
Restore Wellness of Greater Nashville, LLC	Vincent & Tara Magnarini	2124 Hillsboro Dr.	Nashville	Tennessee	(615) 457-2668
Redeemed & Restored Nashville, LLC	Gabe Beukinga	117 17th Ave S.	Nashville	Tennessee	(615) 987-9626
L5 Be Well Texas, LLC	Christopher Kenny	845 W. Stacy Rd Ste A	Allen	Texas	(469) 942-7097
Arboretum Cryo Ventures, LLC	Sachin Vaddaria & Raj Madukkarai	9901 N Capital of Texas Hwy #140	Austin	Texas	(512) 524-7608
Restore Hyper Wellness South Lamar, LLC	Stacy Donnelly & Monica Murphy	1100 S Lamar Blvd.	Austin	Texas	(512) 291-3156
Rakvine, LLC	Brian Orakpo & Joe Devine	3267 Bee Cave Rd., Ste. 118	Austin	Texas	(512) 344-9083

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MSW Four Points, LLC	Julia Rhie	7301 N FM 620, Ste 160	Austin	Texas	(512) 358-4020
Hyper Wellness Holdings LLC	David & Arden Wimberly, Bryan Bouillion, & Angie Lamberth	4005 Market St Unit 130	Bee Cave	Texas	(512) 494-6950
LKLee, LLC	Katy & Logan Lee	3121 University Dr. E, Ste. 125	Bryan	Texas	(979) 485-9563
Milliken Sisters Wellness, LLC	Julia Rhie & Sarah Milliken	4701 183A, Suite A	Cedar Park	Texas	(512) 456-7711
R & M Health and Wellness, LLC	Michael & Rachel Rentschler	4709 Colleyville Blvd, Suite 600 Coll	Dallas	Texas	(817) 576-4372
G & H Wellness, LLC	Herky Pollock & Gabrielle Pollock	2970 City Place W Blvd, Ste B,	Dallas	Texas	(214) 461-5996
Restore Hyper Wellness Southlake, LLC	Stacy Donnelly & Monica Murphy	11930 Preston Road, Ste 140	Dallas	Texas	(469) 620-2234
NarEn-El Paso West, LLC	Blanca Alcoreza	6801 N Mesa St, Ste. B-6-7	El Paso	Texas	(915) 478-8162
Meroglobal Investments, LLC	Jerome Carter	1520 Bay Area Blvd, Ste 6	Friendswood	Texas	(281) 205-4654
BTC Restore, LLC	RC & Laura Smith	3333 Preston Rd., Ste. #C-1	Frisco	Texas	(972) 987-5040
D&P Global Investments, LLC	Dennis Tran & Minh-Tuan Pascal Le-Duc	2715 Bissonnet Street Suite 140	Houston	Texas	(281) 661-1957
Robert Marie, LLC	Brian & Lisa Haden	23116 Cinco Ranch Blvd.	Katy	Texas	(832) 390-0755
L5 Be Well, LLC	Christopher Kenny	7601 MacArthur Blvd, Unit 190	Las Colinas	Texas	(972) 573-3253
Meroglobal League City, LLC	Jerome Carter	1720 FM 646, Ste B	League City	Texas	(281) 937-2385
BTC Restore, LLC	RC & Laura Smith	7604 Milwaukee Ave Ste 300	Lubbock	Texas	(806) 368-8660
Dallas Hyper Wellness, LLC	Andrew Lane, Jarrod McClendon, Jim Donnelly, Joseph Sukup	223 E FM Rd. 544, Ste. 806	Murphy	Texas	(469) 906-214
Kampinga Wellness LLC	Jeffrey Kampinga, Lauren Kampinga, Jason Kampinga, Sherry Kampinga, & AJ Kampinga	1941 Preston Rd #1035	Plano	Texas	(469) 969-2878
MeroGlobal River Oaks, LLC	Jerome Carter	1944 W Gray St	Houston	Texas	(832) 742-9695
Treat Yourself, LLC	Xing Fang & Hung (Joe) Van	200 University Boulevard, Suite 310	Round Rock	Texas	(737) 222-6629
Restore Alamo Heights, LLC	Todd & Brittany Kolkhorst	310 E Basse Rd., Ste. 109	San Antonio	Texas	(210) 920-0342
Trinity Hyper-Wellness Alliance, LLC	Todd & Brittany Kolkhorst	427 N Loop 1604 W Ste 205	San Antonio	Texas	(210) 451-0052
JJD3 Holdings, Inc.	Dana Bednorz	8435 Wurzbach Rd. Suite 206	San Antonio	Texas	(210) 257-0110

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BTC Restore, LLC	RC & Laura Smith	2600 E Southlake Blvd Suite 03-150	Southlake	Texas	(817) 912-1550
RMSL, LLC	Brian Haden & Lisa Haden	15890 Southwest Freeway, #200	Sugar Land	Texas	(281) 201-8845
Restore Health and Well-Being, LLC	David & Jill Loya	4747 Research Forest Dr, Ste 415,	The Woodlands	Texas	(832) 356-8408
Restore Cryotherapy Draper, LLC	Brody King, Carl Crosser, & Dallas Stephens	121 E 12300 S Ste P1	Draper	Utah	(385) 255-2796
Meraki Ventures Farmington LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	182 N Central Ave	Farmington	Utah	(801) 451-1950
Meraki Ventures Salt Lake City LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	1202 E Wilmington Ave Ste 130	Salt Lake City	Utah	(801) 484-5906
L5 Be Well Virginia, LLC	Christopher Kenny	3690 King St.	Alexandria	Virginia	(571) 266-0445
L5 Be Well Virginia, LLC	Christopher Kenny	1101 S Joyce St. Suite B5	Arlington	Virginia	(703) 650-9231
Wellness Now LLC	Ankita Patel & Niraj Patel	201 Maltby Blvd., Suite D	Henrico	Virginia	(804) 210-3110
RESTORE-RVA-MIDLO, LLC	Niraj Patel, Ankita Patel, Greg DeStephanis, & Kara DeStephanis	14301 Winterview Pkwy	Midlothian	Virginia	(804) 601-5045
LeoBruMa, LLC	Lenys Alcoreza & Oscar Alcoreza	924 W 21st St.	Norfolk	Virginia	(757) 937-1633
LeoBruMa Virginia Beach, LLC	Lenys Alcoreza & Oscar Alcoreza	1860 Laskin Rd Ste 101	Virgina Beach	Virginia	(757) 769-7514
Live Well USA, LLC	Justin Galiani	42410 Finale Square	Brambleton	Virgnia	(571) 487-9231
L5 Be Well, LLC	Christopher Kenny	214 Maple Ave W	Vienna	Virgnia	(571) 748-3485
Issaquah RHW, LLC	Dannelle Carlson & Kimberly Otis	1520 Highlands Dr NE Ste 100	Issaquah	Washington	(425) 651-8137
Restore Hyperwellness + Cryotherapy NW, LLC	Dannelle Carlson, Brian Carlson, Kimberly Otis, & JJ Durant	400 Urban Plz Ste 125	Kirkland	Washington	(425) 420-5116

**List of Effective FAs w/o Open Studios as of 12.31.2023**

<b><u>Franchisee</u></b>	<b><u>Principal Name(s)</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>Phone</u></b>
Big Birdie Juice LLC	James & Rachel Robb	12789 W. Via Caballo Blanco	Peoria	Arizona	(602) 369-8536
Vytal Ventures, LLC	Marc Thomas, Pete Selner, & Richard Steere	Not Yet Determined	Brea	California	(949) 701-7702
RHW Pembroke Pines, LLC	Lisa M. Schiller, Thomas Francella, Kim Weiss, James P. Hall	14914 Pines Blvd.	Pembroke Pines	Florida	(954) 857-2244
RHW Plantation, LLC	Lisa M. Schiller, Thomas Francella, Kim Weiss, James P. Hall	341 N. University Drive #S1 500	Plantation	Florida	(954) 787-7744
Restore Wellington, LLC	Lisa Schiller, Kim Weiss, & Tom Francella	400 Bontona Avenue	Fort Lauderdale	Florida	(305) 799-9322
L5 Be Well Georgia, LLC	Christopher Kenny	Not Yet Determined	Atlanta	Georgia	(847) 840-3494
L5 Be Well Georgia, LLC	Christopher Kenny	Not Yet Determined	Atlanta	Georgia	(847) 840-3494
Live Well USA, LLC	Galiani Family	Not Yet Determined	Milton	Georgia	(703) 930-5111
Indy Northside Wellness LLC	Imran & Allison Lodhi	9801 Fall Creek Road, Unit 199	Indianapolis	Indiana	(317) 363-7589
4G Wellness Davenport, LLC	Nichole & Chad Geesey	402 East Amethyst Court	Long Grove	Iowa	(563) 370-8798
BG Wellness, LLC	Jason & Elizabeth Beyer	Not Yet Determined	Bowling Green	Kentucky	(224) 601-4407
KC Wellness, LLC	Scott Lowe & Ryan Eccles	8720 North Spruce Court	Kansas City	Missouri	(913) 954-1917
L5 Be Well New Jersey, LLC	Christopher Kenny	Not Yet Determined	Ocean/Neptune	New Jersey	(847) 840-3494
Restore Life Jersey, LLC	Steve Chaloult & Ian Kelly	Not Yet Determined	Short Hills	New Jersey	(609) 420-7244
Restore Life Brooklyn, LLC	Jeremy Hirsch, Erik Geisler, Dan Weinstein, & Josh Shaw	12 Birch Lane	Brooklyn	New York	(917) 327-5704
Restore Life USA LLC	Jeremy Hirsch, Erik Geisler, Dan Weinstein, & Josh Shaw	12 Birch Lane	Port Chester	New York	(917) 327-5704
Pinnacle Holdings, LLC	Thomas Ball & Leslie Ann Ball	1408 Barn Door Drive	Apex	North Carolina	(919) 930-3107
Rejuvenate Life 4 LLC	Kurt & Stephanie Altenburger	2737 W. Market Street	Fairlawn	Ohio	(330) 639-2144
WichNik - Oregon 1 LLC	Bill Pierznik, Trevor Wichmann	298 Coburg Road, Suite C	Eugene	Oregon	(541) 600-4052
AMMA Development Group, LLC	Andy Ayers & Mike Palumbo	385 Wheatfield Drive	Lititz	Pennsylvania	(717) 368-2430
AMMA Development Group, LLC	Andy Ayers & Mike Palumbo	385 Wheatfield Drive	Lititz	Pennsylvania	(717) 368-2430
Restore Rhode Island, Inc.	Shannon McLaughlin	220 Summit Avenue, Suite G	East Greenwich	Rhode Island	(617) 320-0228
Restore Rhode Island, Inc.	Shannon McLaughlin	1000 Division Street #70	East Greenwich	Rhode Island	(617) 320-0229
Restore Rhode Island, Inc.	Shannon McLaughlin	220 Summit Avenue, Suite G	Providence	Rhode Island	(617) 320-0228
4BetterHealth, LLC	Johanne & Paul Bauer and Michelle & Kurt Buchler	3476 Arrowhead Boulevard	Myrtle Beach	South Carolina	(610) 304-1421
Redeemed & Restored, LLC	Callie & Gabe Beukinga	2055 Hornsby Drive	Downtown Nashville	Tennessee	(629) 267-7600
Redeemed & Restored, LLC	Callie & Gabe Beukinga	2055 Hornsby Drive	Spring Hill	Tennessee	(629) 267-7600
LKLee, LLC	Logan & Katy Lee	1255 Arrington Road Suite 5000	College Station	Texas	(979) 777-6304
L5 Be Well Texas, LLC	Christopher Kenny	Not Yet Determined	Coppell	Texas	(847) 840-3494

<b><u>Franchisee</u></b>	<b><u>Principal Name(s)</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>Phone</u></b>
MeroGlobal Investments	Jerome Carter & Brittany Richard	1913 Park Street	Houston	Texas	(713) 524-2209
RM Wellness	Brian & Lisa Haden	3010 Norwood Hills Drive	Katy	Texas	(214) 536-5010
Prana Cross Roads, LLC	Hareesh Veldandi	4900 W University Dr	Prosper	Texas	(425) 435-8787
Live Well USA, LLC	Galiani Family	Not Yet Determined	Brambleton	Virginia	(703) 930-5111
Live Well USA, LLC	Galiani Family	Not Yet Determined	Charlottesville	Virginia	(703) 930-5111
Restore-RVA-Downtown, LLC	Ankita & Niraj Patel and Greg & Kara DeStephanis	11035 Crossdale Lane	Downtown Richmond	Virginia	(804) 601-5045
Camas Restore, LLC	Chris & Anika Warden	1941 Northwest Sage Street	Camas	Washington	(503) 860-5767
TWC Investments, LLC	Joshua & Kristin Clarkman	2411 James St	Bellingham	Washington	(65) 503-4078

**EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF FRANCHISEES WHO LEFT THE SYSTEM IN 2023**



**Franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the System during the fiscal year ending 12/31/2023, or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document.**

<b>Franchisee (Entity)</b>	<b>Principal Name(s)</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
Restore Health Searcy, LLC	Chad Griffin*	Searcy	Arkansas	(501) 203-4059
Vytal Ventures, LLC	Marc Thomas	La Jolla	California	(858) 258-6901
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Colorado Springs	Colorado	(360) 823-7223
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Denver	Colorado	(360) 823-7223
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Denver	Colorado	(360) 823-7223
JAJA Midwest, LLC	Andy Roy, Jeff Drake, Josh Roy, & Adam Graddy	Olathe	Kansas	(913) 791-0000
Restore Michigan Partnership, LLC	Scott Marcus & John Babcock	Royal Oak	Michigan	(248) 744-3679
DR Innovations, LLC	Andy Roy & Jeff Drake	West Omaha	Nebraska	(402) 915-1358
GW Investments, LLC	Wesley Heiser & George Wehbe*	Lincoln	Nebraska	(402) 488-5000
Restore Smyrna, LLC	Brandon Butterfield*	Smyrna	Tennessee	(615) 471-3329
NSquared Family Ventures, LLC	Nomit Shah*	North McKinney	Texas	(214) 448-7397
Restore Hyper Wellness Lovers Lane, LLC	Stacy Donnelly	Dallas	Texas	(214) 258-5447
Do More Dallas, LLC	Megan Leuders, Megan Smith, Jim Donnelly	Richardson	Texas	(972) 829-8629
L5 Be Well, LLC	Chris Kenny	Meyerland	Texas	(303) 881-8812
L5 Be Well, LLC	Chris Kenny	Tanglewood	Texas	(303) 881-8812
Restore Austin Triangle, LLC	David Fossas*	Austin	Texas	(310) 857-8336
Meraki Ventures Cottonwood Heights, LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Cottonwood Heights	Utah	(360) 823-7223
Meraki Ventures LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Riverton	Utah	(360) 823-7223

<b>Franchisee (Entity)</b>	<b>Principal Name(s)</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
Meraki Ventures Seattle University, LLC	Nate Fennell, John Dunn, Brody King, Carl Crosser, & Dallas Stephens	Seattle	Washington	(360) 823-7223

\*Franchisee(s) are no longer in the system

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

**List of Franchisees Who Have Had Agreements Transferred in 2023**

<b><u>Franchisee Name</u></b>	<b><u>Principal(s)</u></b>	<b><u>Territory City</u></b>	<b><u>Territory State</u></b>	<b><u>Telephone Number</u></b>
RCMW Holdings Denver Dos, LLC	Nate Fennell	Boulder	Colorado	(360) 823-7223
RCMW Holdings Denver Dos, LLC	Nate Fennell	Cherry Creek	Colorado	(360) 823-7223
Buckeye Holding Company, LLC	Christopher Gray	West Hartford	Connecticut	(860) 945-4300
Magnolia Wellness, LLC	Ali & Taylor Korf	Atlanta	Georgia	(678) 403-8560
ZRestore LLC	Soomer/Anita Punja	Buford	Georgia	(470) 589-1164
Restore Wellness KC, LLC	Midcon Health & Wellness, LLC Jason Hudson-Miltenberger Tyler Milligan	Olaithe	Kansas	(314) 799-1616

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

## **EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT**

### **MANUAL** **TABLE OF CONTENTS**

**57 Pages Total**

#### **1. INTRODUCTION (9 pages)**

Confidential Disclosure Agreement (1 page)  
Legal Disclaimer; Employment Disclaimer (1 page)  
Franchise Model (2 pages)  
Our History (1 page)  
Our Mission, Our Values (1 page)  
The Restore Ethos (1 page)  
Restore Services (2 pages)

#### **2. NEW STUDIO OPENING GUIDELINES & RESOURCES (28 pages)**

Signed FA! Now what? (1 page)  
How Restore Communicates (2 pages)  
NSO Guidelines and Terminology (1 page)  
Business Setup (2 pages)  
Submitted and Executing an LOI (1 page)  
Securing a Space (1 page)  
Architects & Schematic Design (1 page)  
Construction Drawings (1 page)  
Finish Requirements (1 page)  
Studio Design Renderings (1 page)  
Required Equipment (1 page)  
Therapies and Equipment Vendors (1 page)  
Contractor & Build-Out (2 pages)  
Utilities & Services (1 page)  
Licenses, Certifications, Permits & Insurance Policies (2 pages)  
Software Platforms (1 page)  
Signage (1 page)  
NSO Pre-Sales Campaign Strategy (1 page)  
Hiring Best Practices (1 page)  
Studio Setup (2 pages)  
Onboarding EDU (3 pages)

#### **3. BRAND COMPLIANCE & RESTORE IDENTITY (5 pages)**

Brand Compliance (4 pages)  
Restore Identity & Marks (1 page)

**EXHIBIT F**  
**(continued)**

**4. THE BUSINESS & WHAT WE OFFER (5 pages)**

Administrative Items (1 page)

Memberships and Pricing (1 page)

Measuring Performance (1 page)

Franchise Charges (2 pages)

**5. RESTORE OPERATIONS (10 pages)**

Put First Things First (1 page)

Client Experience (1 page)

Responsibilities (1 page)

Operations Overview (1 page)

Client Experience (1 page)

Manager Playbook & Staff Resources (1 page)

Studio Systems (1 page)

Payment Information (2 pages)

Ongoing Educational Support (1 page)

**EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

**AUDITED STATEMENTS AS OF DECEMBER 31, 2023,**  
**DECEMBER 31, 2022 AND DECEMBER 31, 2021**

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**



**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**

**Table of Contents**

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<b>Financial Statements</b>	
Balance sheets	3
Statements of income and changes in member's equity (deficit)	4
Statements of cash flows	5
Notes to financial statements	6 - 16

## **INDEPENDENT AUDITOR'S REPORT**

To the Member  
Restore Franchising, LLC

### **Opinion**

We have audited the accompanying financial statements of Restore Franchising, LLC (a limited liability company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and changes in member's equity (deficit) and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Restore Franchising, LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

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

### **Responsibilities of Management for the Financial Statements**

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

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

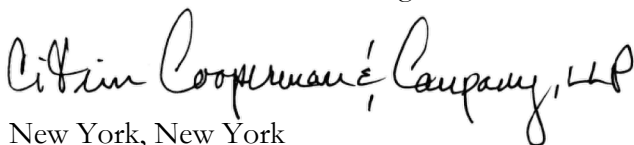
## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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



New York, New York  
April 10, 2024

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**BALANCE SHEETS**  
**DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b><u>ASSETS</u></b>		
Current assets:		
Cash	\$ 4,034,797	\$ 9,536,102
Accounts receivable, net	1,642,147	1,455,725
Accounts receivable - related parties	23,158	33,693
Franchise fees receivable	-	890,250
Due from affiliates	4,424,474	35,645
Deferred charges	38,434	36,670
Other current assets	<u>201,507</u>	<u>159,527</u>
Total current assets	<u>10,364,517</u>	<u>12,147,612</u>
Property and equipment, net	<u>154,198</u>	<u>-</u>
Other assets:		
Franchise fee receivable, net of current portion	2,385,000	3,143,450
Deferred charges, net of current portion	446,942	530,660
Notes receivable	<u>3,209,218</u>	<u>3,000,000</u>
Total other assets	<u>6,041,160</u>	<u>6,674,110</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 16,559,875</u></b>	<b><u>\$ 18,821,722</u></b>
<b><u>LIABILITIES AND MEMBER'S EQUITY</u></b>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,804,696	\$ 1,421,386
Deferred revenues	85,759	114,793
Due to managing member	-	30,000
Due to Parent	231,649	224,878
Due to affiliates	493,513	1,068,392
Brand fund liability	<u>745,996</u>	<u>16,065</u>
Total current liabilities	3,361,613	2,875,514
Long-term liability:		
Deferred revenues, net of current portion	<u>9,089,093</u>	<u>11,945,072</u>
Total liabilities	12,450,706	14,820,586
Commitments and contingencies (Notes 8, 9 and 10)		
Member's equity	<u>4,109,169</u>	<u>4,001,136</u>
<b>TOTAL LIABILITIES AND MEMBER'S EQUITY</b>	<b><u>\$ 16,559,875</u></b>	<b><u>\$ 18,821,722</u></b>

See accompanying notes to financial statements.

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**STATEMENTS OF INCOME AND CHANGES IN MEMBER'S EQUITY (DEFICIT)**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenues:			
Royalties	\$ 9,298,557	\$ 6,434,926	\$ 3,911,585
Brand fund	3,233,427	2,230,947	1,106,996
Franchise fees	1,987,513	2,001,279	1,326,952
Service fees	9,025,287	4,558,580	2,459,219
Other revenues	<u>412,530</u>	<u>401,378</u>	<u>286,475</u>
Total revenues	23,957,314	15,627,110	9,091,227
Selling, general and administrative expenses	<u>24,058,499</u>	<u>14,787,394</u>	<u>3,806,274</u>
Income (loss) from operations	(101,185)	839,716	5,284,953
Other income:			
Interest income	<u>209,218</u>	<u>-</u>	<u>-</u>
Net income	108,033	839,716	5,284,953
Member's equity (deficit) - beginning	<u>4,001,136</u>	<u>3,161,420</u>	<u>(2,123,533)</u>
<b>MEMBER'S EQUITY - ENDING</b>	<b>\$ <u>4,109,169</u></b>	<b>\$ <u>4,001,136</u></b>	<b>\$ <u>3,161,420</u></b>

See accompanying notes to financial statements.

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**

	<u><b>2023</b></u>	<u><b>2022</b></u>	<u><b>2021</b></u>
Cash flows from operating activities:			
Net income	\$ 108,033	\$ 839,716	\$ 5,284,953
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation	31,920	-	-
Bad debt expense	791,357	78,439	3,197
Accrued interest	(209,218)	-	-
Changes in operating assets and liabilities:			
Accounts receivable	(977,780)	(610,534)	(573,357)
Accounts receivable - related parties	10,535	200,669	(234,362)
Franchise fees receivable	1,016,700	209,350	(4,243,050)
Due from affiliates	(4,388,829)	3,129,552	(3,165,197)
Deferred charges	81,954	(7,548)	(469,958)
Other current assets	(41,981)	(26,799)	(129,228)
Accounts payable and accrued expenses	383,312	745,448	633,878
Deferred revenues	(2,253,013)	1,380,638	7,257,898
Due to managing member	(30,000)	(60,000)	90,000
Due to parent	6,771	(27,921)	252,799
Due to affiliates	(574,879)	966,960	101,432
Brand fund liability	<u>729,931</u>	<u>(885,330)</u>	<u>901,395</u>
Net cash provided by (used in) operating activities	<u>(5,315,187)</u>	<u>5,932,640</u>	<u>5,710,400</u>
Cash flows from investing activities:			
Notes receivable	-	(3,000,000)	-
Purchases of property and equipment	<u>(186,118)</u>	<u>-</u>	<u>-</u>
Net cash used in investing activities	<u>(186,118)</u>	<u>(3,000,000)</u>	<u>-</u>
Net increase (decrease) in cash	(5,501,305)	2,932,640	5,710,400
Cash - beginning	<u>9,536,102</u>	<u>6,603,462</u>	<u>893,062</u>
<b>CASH - ENDING</b>	<u><b>\$ 4,034,797</b></u>	<u><b>\$ 9,536,102</b></u>	<u><b>\$ 6,603,462</b></u>

See accompanying notes to financial statements.

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023, 2022 AND 2021**

**NOTE 1.      ORGANIZATION AND NATURE OF OPERATIONS**

Restore Franchising, LLC (the "Company"), a wholly-owned subsidiary of Austin Cryo Ventures, LLC (the "Parent" or the "Licensor"), was formed on November 14, 2016, as a Texas limited liability company. The Company is engaged to sell franchises pursuant to a license agreement dated September 27, 2018, between the Company and the Licensor. Pursuant to the Company's standard franchise agreement, franchisees will operate businesses under the name "Restore Hyper Wellness + Cryotherapy," providing whole body and localized cryotherapy, IV drip therapy, stretch therapy, mild hyperbaric oxygen therapy, infrared sauna, red and near infrared light therapy, compression therapy, blood panels, HydraFacial and Cryoskin facials, slimming and toning.

The Company is a limited liability company, and therefore the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

**NOTE 2.      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Variable interest entities

In accordance with the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities* ("ASU 2018-17"), FASB no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements, including leasing arrangements under common control. The Company has applied these provisions to the accompanying financial statements and has determined that the entities related through common ownership of the Parent as disclosed in Note 8, meet the conditions under ASU 2018-17 and, accordingly, is not required to include the accounts of the related parties in the Company's financial statements.

Revenue recognition

The Company derives its revenues from franchise fee revenue, royalty revenue, brand fund fees, service fee revenue, transfer fees and other revenues.

**RESTORE FRANCHISING, LLC**  
**(A Limited Liability Company)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023, 2022 AND 2021**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Revenue recognition (continued)

*Franchise fees, royalties, brand fund and service fees*

Contract consideration from franchisees primarily consists of initial or renewal franchise fees, sales-based royalties, sales-based brand fund fees, service fees and transfer fees payable by a franchisee for the transfer of its franchise unit to another franchisee. The Company also may enter into multi-unit development agreements ("MUDA") which grant a franchisee the right to develop two or more franchise units. The Company collects an up-front MUDA fee for the grant of such rights. The initial franchise fees and up-front MUDA fees are non-refundable and collected when the underlying franchise agreement or MUDA is signed by the franchisee. Sales-based royalties, brand fund fees and service fees are payable monthly. Renewal and transfer fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs would include site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under FASB ASU No. 2021-02, *Franchisors - Revenue from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02"), are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-branded franchise unit. The portion of pre-opening activities, if any, that is not brand specific will be deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities will be determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with granting of certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied.



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**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Revenue recognition (continued)

*Franchise fees, royalties, brand fund and service fees (continued)*

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUDAs generally consist of an obligation to grant the right to open two or more units. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is recognized as revenue in the same manner as the initial and renewal franchise fees.

Royalties are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty is deemed collectible.

Service fees are earned on a monthly basis or as incurred in accordance with the respective franchise agreements. The services fees are recognized as services are rendered.

*Brand fund*

The Company maintains a brand fund established to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand fund fees are collected from franchisees based on a percentage of franchisee gross sales. The Company has determined that it acts as a principal in the collection and administration of the brand fund and therefore recognizes the revenues and expenses related to the brand fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the brand fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur.

When brand fund fees exceed the related brand fund expenses in a reporting period, advertising costs are accrued up to the amount of brand fund revenues recognized.

*Other revenues*

Other revenues include revenues from franchise conference fees and sponsorships from vendors for the Company's annual conference, and are recognized upon completion of the event.

*Incremental costs of obtaining a contract*

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement and MUDAs. In the case of costs paid related to MUDAs for which no signed franchise agreement has been received, these costs are deferred until the signed franchise agreement is received.

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**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Accounts and franchise fees receivable and notes receivable from franchisees

Accounts and franchise fees receivable and notes receivable from franchisees are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. Unbilled accounts and franchise fees receivable, which are included in accounts receivable and franchise fees receivable, respectively, represent amounts the Company has an unconditional right to receive payment for, although invoicing is subject to contractual billing requirements. The Company assesses collectibility by reviewing accounts and franchise fees receivable and notes receivable from franchisees on a collective basis where similar risk characteristics exist. In determining the amount of the allowance for doubtful accounts, management considers historical collectibility and makes judgments about the creditworthiness of the pool of franchisees based on credit evaluations. Current market conditions and reasonable and supportable forecasts of future economic conditions are considered in adjusting the historical losses to determine the appropriate allowance for doubtful accounts. Uncollectible accounts are written off when all collection efforts have been exhausted.

Under the prior accounting rules, management considered the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, and current economic industry trends. The allowance for doubtful accounts at December 31, 2023 and 2022, amounted to \$799,244 and \$64,429, respectively.

The allowance for doubtful accounts for the years ended December 31, 2023 and 2022 is comprised of the following:

	<u>2023</u>	<u>2022</u>
Beginning balance	\$ 64,429	\$ -
Implementation of ASC 326	-	-
Provisions	791,357	78,439
Write-offs	(56,542)	(14,010)
Recoveries	-	-
Allowance for doubtful accounts	<u>\$ 799,244</u>	<u>\$ 64,429</u>

Property and equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation, are eliminated from the accounts, and any resulting gain or loss is recognized.

Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Signage	3 years
Computers and other equipment	3 - 5 years
Furniture and fixtures	5 years

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**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property and equipment (continued)

Long-lived assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset, the Company recognizes an impairment loss based on the estimated fair value of the asset. The Company did not identify an impairment adjustment as of December 31, 2023.

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company, and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax returns of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

The Parent files income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

Advertising

Advertising costs are expensed as incurred and aggregated \$22,811, \$1,879,744 and \$1,586,257 for the years ended December 31, 2023, 2022 and 2021, respectively.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 10, 2024, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

**NOTE 3. RECENTLY ADOPTED ACCOUNTING STANDARD**

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326)* ("ASC 326"), which along with subsequently issued related ASUs, requires financial assets (or groups of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected, among other provisions. ASC 326 eliminates the probable initial threshold for recognition of credit losses for financial assets recorded at amortized cost, which could result in earlier recognition of credit losses. It utilizes a lifetime expected credit loss measurement model for the recognition of credit losses at the time the financial asset is originated or acquired.

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**NOTE 3. RECENTLY ADOPTED ACCOUNTING STANDARD (CONTINUED)**

The Company's financial instruments include cash, accounts and franchise fees receivable and notes receivable from franchisees. The expected credit losses are adjusted each period for changes in expected lifetime credit losses.

The Company adopted ASC 326 using the modified retrospective method at January 1, 2023, and it did not have a material impact on the financial statements.

**NOTE 4. FRANCHISED OUTLETS**

The following data reflects the status of the Company's franchised outlets as of and for the years ended December 31, 2023, 2022 and 2021:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Franchises sold	30	73	56
Franchises purchased	-	-	-
Franchised outlets in operation	214	167	106
Franchisor-owned outlets in operation	-	-	-

**NOTE 5. REVENUES AND RELATED CONTRACT BALANCE**

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition for the years ended December 31, 2023, 2022 and 2021, were as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b><i>Point in time:</i></b>			
Royalties	\$ 9,298,557	\$ 6,434,926	\$ 3,911,585
Brand fund	3,233,427	2,230,947	1,106,996
Franchise fees	1,607,117	1,700,108	1,238,791
Service fees	9,025,287	4,558,580	2,459,219
Other revenues	<u>412,530</u>	<u>401,378</u>	<u>286,475</u>
Total point in time	23,576,918	15,325,939	9,003,066
<b><i>Over time:</i></b>			
Franchise fees	<u>380,396</u>	<u>301,171</u>	<u>88,161</u>
Total revenues	<u>\$ 23,957,314</u>	<u>\$ 15,627,110</u>	<u>\$ 9,091,227</u>

Contract balances

Contract assets include accounts receivable and franchise fees receivable. The balances, net of allowance for doubtful accounts, as of December 31, 2023, 2022 and 2021, are \$4,050,305, \$5,523,118 and 5,401,042, respectively.

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**NOTE 5. REVENUES AND RELATED CONTRACT BALANCE (CONTINUED)**

Contract balances (continued)

Contract liabilities are comprised of unamortized initial and renewal franchise fees received from franchisees, which are presented as "Deferred revenues" in the accompanying balance sheets. A summary of significant changes in deferred revenues during the years ended December 31, 2023 and 2022, are as follows:

	<u>2023</u>	<u>2022</u>
Deferred revenues - beginning of year	\$ 12,059,865	\$ 10,679,227
Revenue recognized during the year	(1,987,513)	(2,001,279)
Modification of existing MUDA	(1,943,000)	(402,083)
Franchise fees refunded during the year	(298,000)	(220,000)
Additions for initial franchise fees	<u>1,343,500</u>	<u>4,004,000</u>
Deferred revenues - end of year	<u>\$ 9,174,852</u>	<u>\$ 12,059,865</u>

At December 31, 2023, deferred revenues are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2024	\$ 85,759
2025	67,509
2026	27,509
2027	27,289
2028	25,520
Thereafter	<u>8,941,266</u>
Total	<u>\$ 9,174,852</u>

Deferred revenues at December 31, 2023 and 2022, consisted of the following:

	<u>2023</u>	<u>2022</u>
Franchise units not yet opened	\$ 8,949,507	\$ 11,883,573
Opened franchise units	<u>225,345</u>	<u>176,292</u>
Total	<u>\$ 9,174,852</u>	<u>\$ 12,059,865</u>

The direct and incremental costs, principally consisting of commissions, are included in "Deferred charges" in the accompanying balance sheets. The direct and incremental costs expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2023, are as follows:

<u>Year ending December 31:</u>	<u>Amount</u>
2024	\$ 38,434
2025	38,434
2026	38,434
2027	37,665
2028	35,579
Thereafter	<u>296,830</u>
Total	<u>\$ 485,376</u>

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**NOTE 6. CONCENTRATIONS OF CREDIT RISK**

Cash

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

Accounts and franchise fees receivable and notes receivable from franchisees

Concentration of credit risk with respect to receivables is limited due to the large number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful accounts equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

**NOTE 7. PROPERTY AND EQUIPMENT**

Property and equipment, net as of December 31, 2023 and 2022, consisted of the following:

	<u>2023</u>	<u>2022</u>
Signage	\$ 9,083	\$ -
Computers and other equipment	174,520	-
Furniture and fixtures	<u>2,515</u>	<u>-</u>
	186,118	-
Less: accumulated depreciation	<u>31,920</u>	<u>-</u>
Property and equipment, net	<u>\$ 154,198</u>	<u>\$ -</u>

Depreciation expense for the year ended December 31, 2023, amounted to \$31,920.

**NOTE 8. RELATED-PARTY TRANSACTIONS**

License agreement

On September 27, 2018, the Company entered into a perpetual, royalty-fee, non-exclusive license agreement with the Licensor for the use of the registered name "Restore Hyper Wellness + Cryotherapy" (the "license agreement"). Pursuant to the license agreement, the Company has acquired the right to sell and operate Restore Hyper Wellness + Cryotherapy franchises and collect franchise fees, royalties and other fees from franchisees.

Related-party revenues

The Company receives royalties, brand fund and service fees from locations owned and operated by entities related through common ownership of the Parent. For the years ended December 31, 2023, 2022 and 2021, summary of revenues earned from related parties are as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Royalties	\$ -	\$ 35,210	\$ 55,606
Brand fund	310,620	313,317	177,778
Service fees	<u>26,945</u>	<u>58,638</u>	<u>69,853</u>
Total	<u>\$ 337,565</u>	<u>\$ 407,165</u>	<u>\$ 303,237</u>

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**NOTE 8.      RELATED-PARTY TRANSACTIONS (CONTINUED)**

Related-party revenues (continued)

Receivables related to brand fund and service fees owed from these related parties amounted to \$23,158 and \$33,693 as of December 31, 2023 and 2022, respectively, and are reported as "Accounts receivable - related parties" in the accompanying balance sheets.

Due from affiliates

In the ordinary course of business, the Company periodically advances funds to entities affiliated through common ownership of the Parent. No interest is charged on these advances. Advances to the affiliates are noninterest bearing, unsecured and have no specific repayment terms. Such amounts are expected to be collected within the next year and, accordingly, have been classified as current assets. The balance due from affiliates amounted to \$4,424,474 and \$35,645 at December 31, 2023 and 2022, respectively.

Due to managing member

In the ordinary course of business, the Company periodically receives advances from a managing member of the Parent. No interest is charged on these advances. Advances from the managing member are noninterest bearing, unsecured and have no specific repayment terms. Such amounts are expected to be settled within the next year and, accordingly, have been classified as current liabilities. The balance due to managing member amounted to \$30,000 at December 31, 2022. There was no amount due to managing member at December 31, 2023.

Due to Parent

In the ordinary course of business, the Company periodically receives advances from the Parent as well as collects amounts related to franchise activity on behalf of the Parent. No interest is charged on these amounts due to the Parent. Advances from the Parent are noninterest bearing, unsecured and have no specific repayment terms. These advances as well as amounts collected on the Parent's behalf are expected to be settled within the next year and, accordingly, have been classified as current liabilities. The balance due to the Parent amounted to \$231,649 and \$224,878 at December 31, 2023 and 2022, respectively.

Due to affiliates

In the ordinary course of business, the Company periodically receives advances from entities affiliated through common ownership of the Parent. No interest is charged on these advances. Advances from the affiliates are noninterest bearing, unsecured and have no specific repayment terms. Such amounts are expected to be settled within the next year and, accordingly, have been classified as current liabilities. The balance due to affiliates amounted to \$493,513 and \$1,068,392 at December 31, 2023 and 2022, respectively.

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**NOTE 8. RELATED-PARTY TRANSACTIONS (CONTINUED)**

Intercompany services agreement

The Company entered into an intercompany service arrangement with Hyper Admin LLC ("Hyper Admin"), a wholly-owned subsidiary of the Parent, effective January 1, 2022. The Company memorialized the terms of the arrangement, along with additional terms of the arrangement on April 6, 2023 (the "service agreement"), to be applied retroactively to the effective date. Pursuant to the service agreement, the Company has agreed to pay a service fee for business, financial, administrative and back-end support services provided by Hyper Admin, as further defined in the service agreement. The service fee charged by Hyper Admin to the Company pursuant to the services agreement amounted to \$10,054,804 and 7,580,931 for the years ended December 31, 2023 and 2022, respectively, which is included in "Selling, general and administrative expenses" in the accompanying statements of income and changes in member's equity (deficit). Additionally, Hyper Admin charged \$1,707,516 for labor and benefit costs incurred in connection with administering the Company's brand fund and \$779,450 for brand fund expenses paid on behalf of the Company during the year ended December 31, 2023. There were no amounts charged from Hyper Admin to the Company for brand fund related expenses during the years ended December 31, 2022 and 2021. The existence of the Company's relationship with Hyper Admin could result in operating results significantly different from those that would have been obtained if the entities were autonomous.

Notes receivable

In December 2022, in the ordinary course of business, the Company advanced \$3,000,000 to Hyper Admin. On March 31, 2023, the Parent assumed the liability of Hyper Admin and entered into a five-year promissory note agreement (the "Note"), with interest retroactively accruing from December 23, 2022. The Note bears interest at a rate equal to the base Secured Overnight Funding Rate ("SOFR") 3-month compound rate, (5.36% and 3.62% at December 31, 2023 and 2022, respectively), plus 2%, provided that if the base SOFR 3-month compound rate is less than zero, the interest rate shall equal 2%. The Note does not require installment payments, and principal balance together with the accrued interest are due on December 27, 2027 (the "Maturity Date"). The Parent has the option to prepay prior to the Maturity Date without penalty or premium. The outstanding principal balance on the Note at December 31, 2023 and 2022, was \$3,209,218 and 3,000,000, respectively.

**NOTE 9. COMMITMENTS AND CONTINGENCIES**

Litigation

The Company is, from time to time, involved in ordinary and routine litigation. Management presently believes that the ultimate outcome of these proceedings, individually or in the aggregate, will not have a material adverse effect on the Company's financial position. Nevertheless, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. An unfavorable ruling could include money damages and, in such event, could result in a material adverse impact on the Company's financial position.



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**NOTE 10.    BRAND FUND**

Pursuant to the structured form of the franchising arrangements, the Company reserves the right to collect brand fund fees up to 2% of franchisees' reported sales. These funds are to be spent solely on advertising and related expenses for the benefit of the franchisees with a portion designated to offset the Company's administrative costs to administer the funds, all at the discretion of the Company. The Company collected brand fund contributions of 2% of franchisees' reported sales during the years ended December 31, 2023 and 2022. Funds collected and not yet expended on the franchisees' behalf totaled \$745,996 and \$16,065 as of December 31, 2023 and 2022, respectively.

## EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

### **STATE SPECIFIC ADDITIONAL DISCLOSURES AND STATE SPECIFIC ADDENDA**

The following are additional disclosures for the Franchise Disclosure Document of Restore Franchising, LLC as required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**No Waiver of Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Indiana, Michigan, South Dakota, or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

### **CALIFORNIA**

1. 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.
2. Additional Disclosure: The following is added to the “Special Risks to Consider About This Franchise” page of the disclosure document:

**Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiences delays in opening their outlets, you may also experience delays in opening your own outlet.

3. The following paragraphs are added in Item 1 of the Disclosure Document:

In California, licensed estheticians perform the following Core Services: (i) Hydrafacial; and (ii) Circadia Oxygen Facials. Estheticians are licensed by the California Board of Barbering and Cosmetology. The remainder of Core Services and all Specialty Services are performed and/or supervised (as required by law) by California licensed Registered Nurses. Registered Nurses are licensed by the California Board of Registered Nursing. In California, the Authorized Care Providers identified in this Item 1 include California licensed Nurse Practitioners and Physicians, which are licensed by the California Board of Registered Nursing and Medical Board of California, respectively.

The California CPOM and fee-splitting laws and rules are found at: (i) The Medical Practice Act, Cal. Bus. & Prof. Code §§ 2400, et seq.; (ii) Moscone-Knox Professional

**EXHIBIT H**  
**(continued)**

Corporation Act, Cal. Gen. Corp. Code § 13410; (iii) The Medical Board of California Medical Practice Regulations, 16 Cal. Code of Reg. §§ 1300, et seq; and (iv) 92 Op. Cal. Atty. Gen. 56 (Sept. 24, 2009); and (v) Cal Bus & Prof Code § 650(a).

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

5. The following paragraph is added in Item 5 of the Disclosure Document:

The Department has determined that either the franchisor has not demonstrated it is adequately capitalized or that the franchisor must rely on franchise fees to fund operations. The Commissioner has imposed a fee deferral condition, which requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all of its pre-opening obligations and the franchisee is open for business. For California franchisees that sign a development agreement, the payment of the development and initial fees attributable to a specific unit is deferred until that unit is open.

6. OUR WEBSITE, [www.restore.com](http://www.restore.com), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

7. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination, Non-renewal, and Transfer. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, non-renewal, and transfer of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision might not be enforceable under California law.

Liquidated Damages for Violation of Non-Competition Provision. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Texas with certain exceptions. This provision might not be enforceable under California law.

The Franchise Agreement provides for termination upon insolvency, bankruptcy, or reorganization. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

## **EXHIBIT H** **(continued)**

**Material Modification.** Before the 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.

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

8. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.
9. In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board, or any other agency overseeing the practice of medicine in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.
10. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.
11. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation**

**EXHIBIT H**  
**(continued)**

**HAWAII**

**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.**

No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**ILLINOIS**

The following statements are added to the end of Item 17:

Except to the extent governed by federal law, Illinois law governs the Franchise Agreement. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and 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.

Franchisees' 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.

**EXHIBIT H**  
**(continued)**

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

IF YOU ARE NOT LICENSED and/or CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for Franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety and the following is substituted in its place:

Texas state courts, and federal district court in Austin, Texas, except that to the extent required by the Maryland Registration and Disclosure Law, you may bring an action in Maryland.

4. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted in its entirety and the following is substituted in its place:

## **EXHIBIT H** **(continued)**

Texas law applies, except for any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

6. The following language is added to Item 5:

Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the Maryland Office of the Attorney General, Securities Division based on our financial condition. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise agreement under the Multi-Unit Development Agreement opens.

7. The following language is added to the end of Exhibit I of the Franchise Disclosure Document:

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

## **MINNESOTA**

In recognition of the Minnesota Franchise Law, Minnesota Statute 80C, the Franchise Disclosure Document is amended as follows:

1. The following is added to Item 13:

With respect to franchises governed by Minnesota law, the franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name as required by Minnesota Statute 80C.12 Subd. 1(G).

2. The following is added to the end of the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**:

**EXHIBIT H**  
**(continued)**

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 180 days' notice for non-renewal of the franchise agreement.

3. The following is added to the end of the "Summary" section of Item 17(f), entitled **Termination by franchisor with cause**:

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure).

4. The following is added to the end of the "Summary" section of Item 17(m), entitled **Conditions for franchisor approval of transfer**:

The general release required as a condition of transfer shall not apply to any liability under the Minnesota Franchise Law and the consent to transfer shall not be unreasonably withheld.

5. The following is added to the end of the "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, and Item 17(v), entitled **Choice of forum**:

Nothing in this Franchise Disclosure Document abrogates or reduces (1) any of the franchisee's rights as provided for in Minnesota Statute 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. With respect to franchises governed by Minnesota law, such franchisees shall not be required to initiate litigation outside of Minnesota, not be required to waive jury trials, or be required to consent to liquidated damages, termination penalties, or judgment notes.

6. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE



**EXHIBIT H**  
**(continued)**

COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- a. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- b. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- c. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- d. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including actions affecting a license as a real estate broker or sales agent.

**EXHIBIT H**  
**(continued)**

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. 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.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

9. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving

**EXHIBIT H**  
**(continued)**

any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**NORTH DAKOTA**

1. The following language is added to the end of the “Summary” sections of Item 17(c) of the Franchise Agreement Table and Item 17(m) of the Franchise Agreement Table and Multi-Unit Development Table:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following language is added to the end of the “Summary” section of Item 17(r) of the Franchise Agreement Table and Multi-Unit Development Agreement Table:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Item 17(v) of the Franchise Agreement Table and Multi-Unit Development Agreement Table is deleted and replaced with the following:

Texas state courts, and federal district court in Austin, Texas, except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

4. The “Summary” section of Item 17(w) of the Franchise Agreement Table and Multi-Unit Development Agreement Table is deleted and replaced with the following:

Texas law applies, except to the extent otherwise required by the North Dakota Franchise Investment Law, North Dakota law applies.

5. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**EXHIBIT H**  
**(continued)**

**RHODE ISLAND**

1. The following is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**:

To the extent required by the Rhode Island Franchise Investment Act, you may bring an action in Rhode Island.

2. The “Summary” section in Item 17(w), entitled **Choice of law**, is deleted in its entirety and the following is substituted in its place:

Except for claims arising under the Rhode Island Franchise Investment Act, Texas law applies.

3. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**VIRGINIA**

Additional Disclosure: The following is added to the “Special Risks to Consider About This Franchise” page of the disclosure document:

3. **Sales Performance Required**. 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.

Additional Disclosure: The following statements are added to Item 17(e):

1. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
2. No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**EXHIBIT H**  
**(continued)**

**WASHINGTON**

“Gross Sales” include the administrative services fees earned by a franchisee in relation to Specialty Services but do not include any profits or revenue earned by an Authorized Care Provider in connection with providing Specialty Services.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “Act”), Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede this Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us 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 this Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the 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 franchisee’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 this 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 this Agreement or elsewhere are void and unenforceable in Washington.

**EXHIBIT H**  
**(continued)**

Item 17(o) of the Franchise Disclosure Document is modified to be consistent with RCW 19.100.180, including that we are required to purchase certain assets at fair market value (including goodwill in certain instances), at the time of expiration or termination of the franchise, offset by any amounts you owe us.

No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**EXHIBIT H**  
**(continued)**

**NEW YORK REPRESENTATIONS PAGE**

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

**STATE-SPECIFIC RIDERS**  
**TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT**



**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN  
HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA, VIRGINIA OR WISCONSIN**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN  
HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA, VIRGINIA OR WISCONSIN**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN CALIFORNIA**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in California and the Studio will be located or operated in California and/or (b) you are a resident of California.

2. **Initial Fees.** We hereby defer collection of any initial fees due under Section 3 of the Franchise Agreement until we have completed all of our pre-opening obligations and you are open for business.

3. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN CALIFORNIA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) any of the offering or sales activity relating to the MUDA occurred in California and one or more of the Restore Studios you develop will be located or operated in California and/or (b) you are a resident of California.

2. **Initial Fees.** Notwithstanding anything in Section 1 of the MUDA to the contrary, we hereby defer collection of development fees attributable to a specific unit due to be developed under the MUDA until that unit is open for business.

3. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Studio will be located or operated in Illinois and/or (b) you are a resident of Illinois.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Governing Law.** The following language is added to the end of Section 22(a) of the Franchise Agreement:

Notwithstanding the foregoing, except to the extent governed by the federal law, Illinois law governs the Franchise Agreement.

4. **Consent to Jurisdiction.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in this Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, this Agreement may provide for arbitration to take place outside of Illinois.

5. **Termination.** The following language is added to the beginning of Section 17 of the Franchise Agreement:

Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. **Limitation on Legal Actions.** The following language is added to the end of Section 22(e) of the Franchise Agreement:

However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

7. **Illinois Franchise Disclosure Act:** The following language is added as a new Section 24 of the Franchise Agreement:

**24. 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 any provision of the Act or any other law of Illinois is void.

8. **Additional Disclosures.** The following language is added to the end of the Franchise Agreement as a new Section 24(i):

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

IF YOU ARE NOT LICENSED and/or CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) any of the offering or sales activity relating to the MUDA occurred in Illinois and one or more of the Restore Studios you develop will be located or operated in Illinois and/or (b) you are a resident of Illinois.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Governing Law.** The following language is added to the end of Section 9(a) of the MUDA:

Notwithstanding the foregoing, except to the extent governed by the federal law, Illinois law governs this Agreement.

4. **Consent to Jurisdiction.** The following language is added to the end of Section 9(e) of the MUDA:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in this Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, this Agreement may provide for arbitration to take place outside of Illinois.

5. **Termination.** The following language is added to the beginning of Section 7 of the MUDA:

Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.



6. **Limitation on Legal Actions.** The following language is added to the end of Section 9(e) of the MUDA:

However, this waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

7. **Illinois Franchise Disclosure Act:** The following language is added as a new Section 10(j) of the MUDA:

(j) **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 any provision of the Act or any other law of Illinois is void.

8. **Additional Disclosures.** The following language is added to the end of the MUDA as new Section 10(k):

(k) **Additional Disclosures.** ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

IF YOU ARE NOT LICENSED and/or CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC**, a Texas  
limited liability company

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

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

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

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

**DEVELOPER**

\_\_\_\_\_  
[Name]

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

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

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

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

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, and/or (b) the Studio will be located or operated in Maryland.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Initial Franchise Fee.** The following is added to the end of Section 3(a) of the Franchise Agreement:

Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the Maryland Office of the Attorney General, Securities Division based on our financial condition.

4. **Transfer and Renewal.** The following language is added to the end of Section 2(b)(7) and Section 15(c)(7) of the Franchise Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. **Immediate Termination.** The following language is added to the end of Section 17(a) of the Franchise Agreement:

However, our right to terminate upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Section 1010 et seq.), although we intend to enforce it to the extent enforceable.

**MARYLAND RIDER**  
**(Continued)**

6. **Governing Law.** The first sentence of Section 22(a) of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

This Agreement shall be construed under the laws of the State of Texas, except as otherwise required by law for claims arising under the Maryland Franchise Registration and Disclosure Law or any applicable franchise law of another state.

7. **Consent to Jurisdiction.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN MARYLAND**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) you are a resident of Maryland, and/or (b) one or more of the Restore Studios you develop will be located or operated in Maryland.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Development Fee.** The following is added to the end of Section 1(a) of the MUDA:

Notwithstanding the foregoing, all development fees and initial payments by area developers shall be deferred until the first franchise under this Agreement opens.

4. **Transfer and Renewal.** The following language is added to the end of Section 1(d)(i) and Section 6(b)(v) of the MUDA:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. **Immediate Termination.** The following language is added to the end of Section 7(a) of the MUDA:

However, our right to terminate upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Section 1010 et seq.), although we intend to enforce it to the extent enforceable.

6. **Governing Law.** The first sentence of Section 9(a) of the MUDA is deleted in its entirety and the following is substituted in its place:

This Agreement shall be construed under the laws of the State of Texas, except as otherwise required by law for claims arising under the Maryland Franchise Registration and Disclosure Law or any applicable franchise law of another state.

**MARYLAND RIDER**  
**(Continued)**

7. **Consent to Jurisdiction.** The following language is added to the end of Section (9)(b) of the MUDA:

Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC**, a Texas  
limited liability company

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

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

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

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

**DEVELOPER**

\_\_\_\_\_  
[Name]

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

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

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

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

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio you will operate under the Franchise Agreement was made in the State of Minnesota, and/or (b) the Studio will be located or operated in Minnesota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Transfer and Renewal.** The following language is added to the end of Section 2(b)(7) and Section 15(c)(7) of the Franchise Agreement:

Any release as a condition of renewal and/or assignment or transfer will not apply to the extent prohibited by law with respect to claims arising under Minn. Rule 2860.4400 D.

4. **Renewal and Termination.** The following language is added to the end of Section 2(b) of the Franchise Agreement and to the beginning of Section 17 of the Franchise Agreement:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subds, 3, 4 and 5 require, except in certain specified cases, that you be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of this Agreement.

5. **Governing Law.** The following language is added to the end of Section 22(a) of the Franchise Agreement:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule part 2860.4400(J), this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, chapter 80c, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. **Consent to Jurisdiction.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial.

7. **Waiver of Jury Trial.** The last paragraph of Section 22(e) of the Franchise Agreement is deleted and replaced with the following language:

Furthermore, except as otherwise required by the Minnesota Franchises Law, the parties agree that in the event any legal action is filed in connection with this Agreement, such action shall be tried to the court sitting without a jury, and all parties hereto waive any right to have any action tried by jury.

8. **Limitation on Legal Actions.** The following language is added to the end of Section 22(e) of the Franchise Agreement:

Notwithstanding the foregoing, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three years after the cause of action accrues. Further, we and you acknowledge that the limitation of damages in this Section 19.15 might not be enforceable under the Minnesota Franchises Law; however, we and you will enforce the limitation of damages to the extent the law allows.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) the offer or sale of the franchise you will operate under the MUDA was made in the State of Minnesota, and/or (b) one or more of the Restore Studios you develop will be located or operated in Minnesota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Transfer and Renewal.** The following language is added to the end of Section 1(d)(i) and Section 6(b)(v) of the MUDA:

Any release as a condition of renewal and/or assignment or transfer will not apply to the extent prohibited by law with respect to claims arising under Minn. Rule 2860.4400 D.

4. **Termination.** The following language is added to the end of Section 7 of the MUDA:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subds, 3, 4 and 5 require, except in certain specified cases, that you be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of this Agreement.

5. **Governing Law.** The following language is added to the end of Section 9(b) of the MUDA:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule part 2860.4400(J), this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, chapter 80c, including the right to submit matters to the jurisdiction of the courts of Minnesota.

**MINNESOTA RIDER**  
**(Continued)**

6. **Consent to Jurisdiction.** The following language is added to the end of Section 9(c) of the MUDA:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial.

7. **Waiver of Jury Trial.** The last paragraph of Section 9(f) of the MUDA is deleted and replaced with the following language:

Furthermore, except as otherwise required by the Minnesota Franchises Law, the parties agree that in the event any legal action is filed in connection with this Agreement, such action shall be tried to the court sitting without a jury, and all parties hereto waive any right to have any action tried by jury.

8. **Limitation of Claims.** The following language is added to the end of Section 9(g) of the MUDA:

Notwithstanding the foregoing, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three years after the cause of action accrues. Further, we and you acknowledge that the limitation of damages in this Section 19.15 might not be enforceable under the Minnesota Franchises Law; however, we and you will enforce the limitation of damages to the extent the law allows.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN NEW YORK**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio you will operate under the Franchise Agreement was made in the State of New York, and/or (b) you are a resident of New York and will operate the Studio in New York.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Releases.** The following language is added to the end of Section 2(b)(7) and Section 15(c)(7) of the Franchise Agreement:

; provided, however, that all rights enjoyed by you 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 GBL Sections 687.4 and 687.5 be satisfied.

4. **Termination of Agreement.** The following language is added to the end of Section 17 of the Franchise Agreement:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **Transfer by Franchisor.** The following language is added to the end of Section 15(a) of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

**NEW YORK RIDER  
(Continued)**

6. **Governing Law.** The following language is added to the end of Section 22(a) of the Franchise Agreement:

**HOWEVER, THE GOVERNING CHOICE OF LAW SHALL NOT BE  
CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY  
THE PROVISIONS OF ARTICLE 33 OF THE NEW YORK STATE  
GENERAL BUSINESS LAW.**

7. **Consent to Jurisdiction.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

8. **Application of Rider.** There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if you are domiciled in and the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN NEW YORK**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) the offer or sale of the franchise you will operate under the MUDA was made in the State of New York, and/or (b) you are a resident of New York and one or more of the Restore Studios you develop will be located or operated in New York.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Transfer and Renewal.** The following language is added to the end of Section 1(d)(i) and Section 6(b)(v) of the MUDA:

; provided, however, that all rights enjoyed by you 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 GBL Sections 687.4 and 687.5 be satisfied.

4. **Termination of Agreement.** The following language is added to the end of Section 7 of the MUDA:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **Transfer by Franchisor.** The following language is added to the end of Section 10(d) of the MUDA:

To the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

**NEW YORK RIDER  
(Continued)**

6. **Governing Law.** The following language is added to the end of Section 9(b) of the MUDA:

**HOWEVER, THE GOVERNING CHOICE OF LAW SHALL NOT BE  
CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY  
THE PROVISIONS OF ARTICLE 33 OF THE NEW YORK STATE  
GENERAL BUSINESS LAW.**

7. **Consent to Jurisdiction.** The following language is added to the end of Section 9(c) of the MUDA:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

8. **Application of Rider.** There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if you are domiciled in and the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and will operate the Studio in North Dakota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Non-Competition.** The following language is added to the end of Section 16(a) of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to the enforcement of these provisions to the extent enforceable under the law.

4. **Releases.** The following language is added to the end of Section 2(b)(7) and Section 15(c)(7) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

5. **Governing Law.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

**NORTH DAKOTA RIDER**  
**(Continued)**

6. **Consent to Jurisdiction.** The following language is added to the end of Section 22(b) of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

7. **Limitations on Legal Actions.** The first sentence of Section 22(e) is hereby deleted to the extent required by the North Dakota Franchise Investment Law.

8. **Limitations of Claims and Waiver of Jury Trial.** The following is added to the end of Section 22(e) of the Franchise Agreement:

The time limitations set forth in this subparagraph might be modified by the North Dakota Franchise Investment Law. In addition, if and to the extent required by the North Dakota Investment Law, the last paragraph of Section 22(e) is deleted.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the date stated on the first page above.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) the offer or sale of the franchise you will operate under the MUDA was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and one or more of the Restore Studios you develop will be located or operated in North Dakota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Releases.** The following language is added to the end of Section 2(d)(i) of the MUDA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Non-Competition.** The following language is added to the end of Section 8 of the MUDA:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to the enforcement of these provisions to the extent enforceable under the law.

5. **Governing Law.** The following language is added to the end of Section 9(a) of the MUDA:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

**NORTH DAKOTA RIDER  
(Continued)**

6. **Consent to Jurisdiction.** The following language is added to the end of Section 9(b) of the MUDA:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

7. **Limitations on Legal Actions and Limitation on Damages.** The first sentence of Section 9(e) and Section 10(e) is deleted to the extent required by the North Dakota Franchise Investment law.

8. **Limitations of Claims and Waiver of Jury Trial.** The following is added to the end of Section 9(e) of the MUDA:

The time limitations set forth in this subparagraph might be modified by the North Dakota Franchise Investment Law. In addition, if and to the extent required by the North Dakota Investment Law, the last paragraph of Section 22(e) is deleted.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the date stated on the first page above.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio you will operate under the Franchise Agreement was made in the State of Rhode Island, and/or (b) you are a resident of Rhode Island and will operate the Studio in Rhode Island.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Governing Law.** The first sentence of Section 22(a) of the Franchise Agreement is deleted in its entirety and the following is substituted in its place:

Except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act, this Agreement shall be construed under the laws of the State of Texas.

4. **Consent to Jurisdiction.** The following is added to the end of Section 22(b) of the Franchise Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of laws of another state is void with respect to a claim otherwise enforceable under this Act.”

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN RHODE ISLAND**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the MUDA. This Rider is being signed because (a) the offer or sale of the franchise you will operate under the MUDA was made in the State of Rhode Island, and/or (b) you are a resident of Rhode Island and one or more of the Restore Studios you develop will be located or operated in Rhode Island.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Governing Law.** The following is added to the end of Section 9(a):

Except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act, this Agreement shall be construed under the laws of the State of Texas.

4. **Consent to Jurisdiction.** The following is added to the end of Section 9(d) of the MUDA:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of laws of another state is void with respect to a claim otherwise enforceable under this Act.”

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Studio you will operate under the Franchise Agreement was made in the State of Washington, (b) you are a resident of Washington, and/or (c) the Studio will be located or operated in Washington.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Reserved Rights.** The last sentence of Section 1(c) of the Franchise Agreement is hereby deleted in its entirety.

4. **Pricing.** Section 6(n) of the Franchise Agreement does not waive any liability under the Franchise Investment Protection Act of Washington.

5. **Transfer by Franchisor.** The last sentence of Section 15(a) of the Franchise Agreement is hereby revised to read as follows:

Franchisor may take or perform any such actions without liability or obligation to Franchisee.

6. **Restore’s Option to Purchase Studio.** Section 19 of the Franchise Agreement is modified to be consistent with RCW 19.100.180, including that we are required to purchase certain assets at fair market value (including goodwill in certain instances), at the time of expiration or termination of the franchise, offset by any amounts you owe us.

7. **Indemnification.** The phrase “and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees” is hereby deleted from the first paragraph of Section 20 of the Franchise Agreement. In addition, and notwithstanding anything in Section 20 of the Franchise Agreement to the contrary, your indemnification obligation does not extend to (i) liabilities caused by Franchisor Indemnitees’ acts or omissions amounting to fraud or (ii) claims for the unauthorized practice of medicine or medical malpractice that are based on any requirement or guideline imposed by us or for services that are provided by an Authorized Care Provider.

8. **No Liability; Covenant of Good Faith.** Sections 21(b) and 22(i) of the Franchise Agreement do not apply to Washington franchisees.

9. **Injunctive Relief.** The phrase “and Franchisee’s sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived)” is hereby deleted from the second sentence of Section 22(d) of the Franchise Agreement.

10. **Limited Liability for Franchisor’s Related Parties.** Section 22(h) of the Franchise Agreement does not waive any liability for any of the parties referenced therein that may arise under the Franchise Investment Protection Act of Washington.

11. **Gross Sales.** For purpose of clarity, “Gross Sales,” as defined in Appendix A of the Franchise Agreement, include the administrative services fees earned by a franchisee in relation to Specialty Services but do not include any profits or revenue earned by an Authorized Care Provider in connection with providing Specialty Services.

12. **Addition of Paragraphs.** The following paragraphs are added to the end of the Franchise Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “Act”), Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede this Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us 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 this Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the 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 franchisee’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 this 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 this Agreement or elsewhere are void and unenforceable in Washington.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the Franchise Agreement on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

[Name],  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE RESTORE FRANCHISING, LLC  
MULTI-UNIT DEVELOPMENT AGREEMENT FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Restore Franchising, LLC, a Texas limited liability company (“we,” “us,” or “our”), and \_\_\_\_\_ (“Developer,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Multi-Unit Development Agreement dated \_\_\_\_\_, 20\_\_ (the “MUDA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise you will operate under the MUDA was made in the State of Washington, (b) you are a resident of Washington, and/or (c) one or more of the Restore Studios you develop will be located or operated in Washington.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Site Evaluation and Acceptance.** The last sentence of Section 2(b)(ii) of the MUDA which reads “In consideration of Franchisor’s acceptance of a proposed site, Developer (and its Owners) agree to release Franchisor (and Franchisor’s Affiliates, shareholders, members, officers, directors, managers, employees, agents, successors and assigns) from any and all loss, damages and liability arising from or in connection with the selection and/or acceptance of such site for the development of a Restore Studio” is hereby deleted in its entirety.

4. **Grant of Franchise.** The last sentence of Section 2(d)(i) of the MUDA which reads “Concurrently with its execution and delivery to Franchisor of each Franchise Agreement, Developer and its Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute and deliver to Franchisor a general release in form and substance satisfactory to Franchisor, of any and all claims against Franchisor, its Owners, officers, directors, managers, employees, agents, successors and assigns” is hereby deleted in its entirety.

5. **Independent Contractors; Covenant of Good Faith.** Sections 4(a) and 9(i) of the MUDA do not apply to Washington franchisees.

6. **Indemnification.** The phrase “and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees” is hereby deleted from the first paragraph of Section 4(b) of the MUDA. In addition, and notwithstanding anything in Section 4(b) of the MUDA to the contrary, your indemnification obligation does not extend to (i) liabilities caused by Franchisor Indemnitees’ acts or omissions amounting to fraud or (ii) claims for the unauthorized practice of medicine or medical malpractice that are based on any requirement or guideline imposed by us that is illegal.

7. **Injunctive Relief.** The third and fourth sentences of Section 9(d) of the MUDA which reads “In addition to such other relief that may be available at equity or law, Developer’s sole remedy in the event of the entry of such injunction is limited to dissolution of the injunction, if warranted upon hearing duly held. Developer expressly waives all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived” are hereby deleted in their entirety.

8. **Limited Liability for Franchisor’s Related Parties.** Section 9(h) of the MUDA does not waive any liability for any of the parties referenced therein that may arise under the Franchise Investment Protection Act of Washington.

9. **Construction.** The third sentence of Section 10(f) of the MUDA is hereby revised to read as follows:

Except as otherwise expressly provided herein, there are no other oral or written agreements between Franchisor and Developer relating to the subject matter of this Agreement, other than Franchisor’s franchise disclosure document, that will have any force or effect.

10. **Addition of Paragraphs.** The following paragraphs are added to the end of the MUDA:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “Act”), Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede this Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us 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 this Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the 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 franchisee'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 this 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 this Agreement or elsewhere are void and unenforceable in Washington.

**IN WITNESS WHEREOF**, the parties have executed this Rider to the MUDA on the date stated on the first page.

**FRANCHISOR**

**RESTORE FRANCHISING, LLC**, a  
Texas limited liability company

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

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

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

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

**DEVELOPER**

\_\_\_\_\_  
[Name]

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

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

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

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

**California franchisees should not complete this Certification. If any California franchisee completes this Certification, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Certification.**

## **EXHIBIT I TO THE FRANCHISE DISCLOSURE DOCUMENT**

### **FRANCHISE COMPLIANCE CERTIFICATION**

\* The following language applies only to transactions governed by the Maryland Franchise Registration and Disclosure Law or the Washington Franchise Investment Protection Act – Do not sign this franchisee compliance certification if you are a resident of Maryland or Washington or the franchise is to be operated in Maryland or Washington.

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. You had your first face-to-face meeting with our representative on:  
\_\_\_\_\_.

2. Have you received and personally reviewed our Franchise Agreement and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

☐ Yes ☐ No

3. Did you receive the Franchise Agreement and each related agreement, containing all material terms, at least 14 days before signing any binding agreement with us? This does not include changes to any agreement arising out of negotiations you initiated with us.

☐ Yes ☐ No

4. Do you understand all the information contained in the Franchise Agreement and each Addendum (if any) and related agreement provided to you?

☐ Yes ☐ No

If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

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**EXHIBIT I**  
**(Continued)**

5. Have you received and personally reviewed our Franchise Disclosure Document (“FDD”) that was provided to you?

☐ Yes      ☐ No

6. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us?

☐ Yes      ☐ No

7. Did you sign a receipt for the FDD indicating the date you received it?

☐ Yes      ☐ No

8. Do you understand all the information contained in the FDD and any state-specific Addendum to the FDD?

☐ Yes      ☐ No

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

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9. Do you acknowledge and understand that no parent of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

☐ Yes      ☐ No

10. Have you discussed the benefits and risks of purchasing a Restore Franchising franchise with an attorney, accountant or other professional advisor?

☐ Yes      ☐ No

If No, do you wish to have more time to do so?

☐ Yes      ☐ No

**EXHIBIT I**  
**(Continued)**

11. Do you understand that the success or failure of your Restore Franchising franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

☐ Yes      ☐ No

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a Restore Franchising franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

☐ Yes      ☐ No

13. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Restore Franchising franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

☐ Yes      ☐ No

14. 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 Restore Franchising franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

☐ Yes      ☐ No

15. 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 FDD?

☐ Yes      ☐ No

16. If you have answered “Yes” to any one of questions 12-15, please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

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17. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the Restore Franchising franchise, meaning that any prior oral or written statements not set out in the

**EXHIBIT I**  
**(Continued)**

Franchise Agreement, Addendum (if any) or related agreements will not be binding? Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

☐ Yes      ☐ No

18. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

☐ Yes      ☐ No

19. You signed the Franchise Agreement and Addendum (if any) and related agreements on \_\_\_\_\_, 20\_\_\_\_ and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the Franchisee constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE:

\_\_\_\_\_

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

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



**EXHIBIT J TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**FORM ADMINISTRATIVE SERVICES AGREEMENT**

## ADMINISTRATIVE SERVICES AGREEMENT

**THIS ADMINISTRATIVE SERVICES AGREEMENT** (the “Agreement”) is made, entered into and effective on and as of, by and between [\_\_\_\_\_] (the “Company”), and [\_\_\_\_\_] a [\_\_\_\_\_] [professional] limited liability company (the “PC”).

### RECITALS

A. The PC has been formed under the laws of the State of [\_\_\_\_\_] to render professional medical services to individuals at one or more locations in various states throughout the United States.

B. Company is a Restore franchisee engaged in the business of operating a Restore Hyper Wellness™ retail outlet studio (“**Restore Studio**” or “**Studio**”) that provides, or facilitates access to, alternative wellness services, including certain specialty services that may be deemed professional medical services (“**Specialty Services**”) under federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine and other related requirements in the Company’s geographic location (“**Authorized Care Provider Regulations**”).

C. Company is required to contract with the PC to ensure licensed physicians or practitioners, who are employed by or under contract with the PC, are available to administer or supervise customers’ access to, and the performance of, the Specialty Services on-site and from remote locations (collectively “**Authorized Care Providers**”).

D. When Specialty Services are administered to customers, Company will provide non-clinical administrative services to support the Authorized Care Provider’ administration or supervision of the Specialty Services.

E. Company desires to contract with the PC to have Authorized Care Providers administer, or provide the Specialty Services at Company’s Studio, and the PC desires to contract with the Company for the right to use space in Company’s Restore Studio and receive non-clinical administrative services by the Company (“**Administrative Services**”), as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ENGAGEMENT

**1.1 Engagement.** The PC hereby engages the Company, and the Company hereby agrees to be engaged by the PC, to be the exclusive provider of Administrative Services during the Term (as defined below). The PC acknowledges that the Company is providing the Administrative Services to the PC on a non-exclusive basis and may provide similar services to other persons or entities.

### SPECIALTY SERVICES; DUTIES OF THE PC

**2.1 Professional Standards.** Specialty Services shall be performed solely by, or under the direct supervision of, licensed physicians or nurse practitioners who are employed by or under contract with the PC (“PC Providers”). The PC shall have complete and absolute control over the methods by which the PC, the PC Providers and other Clinical Staff practice medicine and/or render the professional services that

they are licensed to provide. To the extent required by applicable law, the PC Providers shall supervise, oversee and train all licensed, non-physician clinical staff (“Clinical Staff”). The PC shall require that all PC Providers and Clinical Staff comply with applicable ethical standards, laws and regulations. The PC shall promptly inform the Company of any disciplinary actions or professional liability actions involving PC, PC Providers and Clinical Staff and shall provide any information reasonably requested by Company related thereto.

**2.2 Continuing Medical Education.** The PC shall ensure that each of its PC Providers comply with all continuing education requirements necessary to maintain licensure and, as applicable, certification.

**2.3 Billing.** The PC shall control the amount of professional fees or other amounts charged and collected by the PC for the Specialty Services provided by the PC Providers and Clinical Staff. The PC hereby appoints the Company to act as its agent in the billing and collection of all PC revenues, to the extent permitted by applicable law. The PC shall cooperate and shall cause the PC Providers and Clinical Staff to cooperate with the Company in all reasonable matters relating to the billing and collection of all Professional Fees. The PC Providers shall review and approve the reports and other information required to support complete and accurate bills. The PC, in consultation with the Company, shall establish reasonable policies and procedures with respect to billing and collection matters. The PC hereby authorizes the Company to endorse and negotiate on the PC’s behalf any checks or payments received by the PC, any PC Provider (in his or her capacity as such) or any Clinical Staff. The PC and the Company shall comply with applicable federal, state, and local statutes and regulations regarding the billing and collection of all Professional Fees.

**2.4 PC Expenses.** The PC shall be solely responsible for the payment of all PC Expenses (as defined below), which, to the extent permitted by applicable law, the Company shall pay as agent for and on behalf of the PC.

“PC Expenses” means the expenses, incurred or otherwise approved by the PC, whether incurred directly by the PC or incurred on behalf of PC by the Company, including: state and federal payroll taxes or self-employment taxes incurred by the PC in connection with employment of PC Providers and Clinical Staff, compensation and benefit expenses for PC Providers and Clinical Staff, premiums for professional and general liability insurance, medical books and journals, registration fees for continuing medical education, registration fees for continuing education required for PC Providers and Clinical Staff, membership dues for professional organizations, locum tenens expenses, facility leases, repairs and maintenance, telephones, utilities, billing services, courier services, legal expenses, travel and entertainment, outside medical consultants, license fees, and other expenses approved from time to time by the PC.

**2.5 Medical Records.** The Company shall provide PC with access to an electronic medical record system, but PC shall own, maintain and be solely responsible for the preparation and the contents of all medical records. The PC shall be responsible for ensuring proper documentation of medical services by the PC Providers and Clinical Staff. The PC and the Company shall comply with applicable federal, state and local statutes and regulations regarding the confidentiality and retention of such records. At the PC’s request, the Company will assist in processing and responding to individual and third-party requests for the medical records.

## **2.6 Establishment of Receivables Account; Deposit of Proceeds.**

The PC may establish and maintain a deposit bank account (the “Receivables Account”). The PC may (A) deposit or cause to be deposited promptly all cash, checks, drafts or other similar items of payment relating to or constituting receivables of the PC into the Receivables Account and (B) request in writing and otherwise take such reasonable steps to ensure that all account debtors remit all payments of Receivables into the Receivables Account.

## **ADMINISTRATIVE SERVICES; DUTIES OF THE COMPANY**

**3.1 Recommended Professional Fees.** The Parties acknowledge and agree that the PC shall have sole control over the amount of Professional Fees charged, collected, or other amounts due in connection with services and goods provided by the PC. The Company, at the request of PC, may recommend charges, premiums, or other amounts due in connection with services and goods provided by the PC.

**3.2 Consultation Services.** The Company shall, in consultation with the PC, assist the PC in assessing business activities, customer satisfaction, and outcomes monitoring. The Company shall develop systems to assist the PC in tracking revenues, expenses, cost accounting, utilization, quality assurance, physician productivity and customer satisfaction.

**3.3 Related Office Services.** The Company shall, in consultation with the PC, manage the office space and provide any related office and medical furniture, fixtures, supplies and equipment necessary to enable the PC to provide medical services in an organized and efficient manner, provided that PC shall approve the selection of any medical equipment and medical supplies. The PC shall maintain complete control over those aspects of related office services that involve direct medical care provided to individuals.

**3.4 Electronic Medical Record.** The Company shall make available to PC an electronic medical record system. The PC shall be responsible for ensuring proper documentation of medical services by the PC Providers and Clinical Staff in such electronic medical record system and shall own the contents of all such medical records.

**3.5 Business Office and Support Services.** The Company shall provide, in accordance with applicable law, computer, billing and collection, accounts receivable and accounts payable services necessary for the management of the Specialty Services performed by the PC and its Authorized Care Providers at the Restore Studio pursuant to this Agreement. The Company shall also order and purchase on behalf of the PC certain office and other supplies reasonably required in the day-to-day operation of the PC and Specialty Services performed by the PC and its Authorized Care Providers at the Restore Studio pursuant to this Agreement. Notwithstanding the foregoing, the PC shall be solely responsible for the ordering, purchasing, stocking, and monitoring of any pharmaceuticals or other medical items and supplies that require a permit, licensure registration, certification, or identification number to order. Upon request from the PC, the Company may arrange for access to information systems services and other necessary operational services.

**3.6 Personnel Services.** The Company shall provide the following personnel services to the PC:

To the extent not provided by the PC, the Company shall provide personnel (i.e., managerial, clerical, secretarial, bookkeeping, billing and collection personnel) as determined by the Company, and as necessary to provide the Administrative Services under this Agreement. To the extent not provided by the PC, the Company shall provide personnel for the maintenance of billing and collection records, financial records, and medical records, to the extent the PC has custody of medical records. The Company shall determine the assignments, salaries and fringe benefits of all the nonmedical personnel provided by the Company. The Company retains decision-making authority regarding all non-medical administrative matters. Non-medical personnel may perform services from time to time for the Company or other individuals or entities, provided that such services do not interfere with the Company's obligations hereunder. The Company, in its sole discretion, may utilize employees or independent contractors to provide such services.

The PC shall be responsible for the hiring, firing, disciplining and determination of compensation and benefits of the PC Providers and Clinical Staff.

**3.7 Third-Party Payors.** The Parties acknowledge that at present, the Restore proprietary service line, as well as the Specialty Services, is not billable to or reimbursable by any third party payors.

**3.8 Billing and Collection.** The Company shall provide billing and collection services for all Specialty Services rendered by the PC and Authorized Care Providers. Such billing and collection services may include: (i) submission of regular bills for each individual who receives medical care from PC Providers and Clinical Staff; and (ii) accounting for the collection of all revenues of the PC. The PC and the Company shall comply with applicable federal, state, and local statutes and regulations regarding the billing and collection of PC revenues. All charges collected and all collections from services rendered by the PC shall be paid directly to the PC and deposited in an account in the name of and under the PC's sole control.

**3.9 Additional Services.** The Company shall provide Administrative Services required for the day-to-day operation of the PC, including any additional administrative services agreed to by the parties not otherwise described above.

**3.10 Use of Certain Aspects of the Restore System.** The PC understands that the Company has obtained from Restore Franchising, LLC (the "Franchisor") the right to use the name "Restore Hyper Wellness + Cryotherapy" and any other proprietary marks, trade names, logos, and the like ("Proprietary Marks") and the right to use the proprietary service line and other information, tangible and intangible, whether spoken, printed, electronic or any other form or medium provided to the Company by Franchisor (the "System") and has obtained the right to permit the Practice to use the System, subject to the provisions herein. The Practice expressly acknowledges that it is not the owner of the System or the Proprietary Marks and it shall not represent in any manner that it has acquired any ownership rights in the System or the Proprietary Marks and shall not use any of the System or Proprietary Marks or any marks, names, or indicia which are, or may be confusingly similar, in its own entity or business name. The Practice further agrees that it is not licensed to use, nor shall it use, the Proprietary Marks. The Practice further acknowledges and agrees that any and all goodwill associated with the System and Proprietary Marks shall inure directly and exclusively to the benefit of the Franchisor.

The Company permits PC to use and apply the clinical components of the Restore proprietary services line and the System that pertain to the provision of medical services in connection with rendering such services to Restore clients. Subject to Article 5, the PC shall use the System only in such manner as authorized by the Company and the Franchisor, which Franchisor may in its sole discretion modify from time to time. The PC's right to use the System is derived solely from this Agreement. Any unauthorized use of the System by the PC shall constitute a breach of this Agreement. The PC understands and agrees that any use of the System other than in accordance with this Agreement, without the Company's and Franchisor's prior written consent, is an infringement of Franchisor's rights therein. The PC further acknowledges and agrees that the right to use the System granted herein does not extend beyond the termination or expiration of this Agreement. The PC expressly covenants that, during the term of this Agreement and thereafter, the PC shall not, directly or indirectly, commit any act of infringement or contest the validity of Franchisor's right to the Proprietary Marks, or aid others in infringing or contesting the Franchisor's right, title, and interest in the Proprietary Marks. The PC acknowledges that the unauthorized use of the System or Proprietary Marks will cause irreparable injury to the Franchisor and that damages are not an adequate remedy.

Franchisor reserves the right to modify or discontinue use of the System or use one or more additional or substitute trade or service marks in Franchisor's sole discretion. Subject to Article 5, if Franchisor exercises such right, the PC agrees to comply with Franchisor's directions, as communicated to it by the Company, to modify or otherwise discontinue the use of such System. Any and all expenses or costs incurred by the PC associated with such modification or discontinuance of any element of the System shall be the sole responsibility of the PC. In no event will the Franchisor be liable to the PC for any purported loss or damage due to the modification or discontinued use of System or the Proprietary Marks.

## **CONFIDENTIALITY**

**4.1 Confidential Information.** The Parties acknowledge and agree that the Confidential Information (as defined below) of each Party, as such may exist from time to time and be disclosed to the other Party, are valuable, confidential, special and unique assets, expensive to produce and maintain, and essential for the profitable operation of their respective businesses. During the course of this Agreement, or at any time thereafter, neither party nor their owners, officers, employees, agents or independent contractors shall, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person or entity any Confidential Information so far as such Confidential Information has come or may come to their knowledge, except as may be required by law or except as may be in the public domain through no fault of their own, and shall not use or attempt to use any such Confidential Information in any manner that may injure the disclosing Party or may be calculated to injure the disclosing Party, whether directly or indirectly. "Confidential Information" shall include any patents, patent applications, licenses, copyrights, trademarks, trade names, service marks, service names, know-how, trade secrets, customer lists, details of health care facility, payor or consulting contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, procurement and sales activities, promotional and pricing techniques, credit and financial data concerning health care facilities, payors or customers, business acquisition plans or any portion or phase of any scientific or technical information, ideas, discoveries, designs, computer programs (including source or object codes), processes, procedures, formulas or improvements, whether or not in written or tangible form, and whether or not registered, and including all memoranda, notes, plans, reports, records, documents and other evidence thereof. The provisions of this Section 4.1 shall survive the termination of this Agreement for any reason.

**4.2 Return of Confidential Information.** Upon the termination of this Agreement for any reason, the receiving Party agrees to return to the disclosing Party or destroy any Confidential Information

then in its possession. Further, the receiving Party shall cause each of its officers, employees, agents or independent contractors to return or destroy any Confidential Information in any such individual's possession upon his or her disassociation from the receiving Party and upon the termination of this Agreement for any reason. The provisions of this Section 4.2 shall survive the termination of this Agreement for any reason.

**4.3 Breach of Covenants.** The parties agree that the disclosing Party would suffer irreparable injury for which there is no fully adequate legal remedy should the receiving Party violate any of the covenants contained in Section 4.1 or 4.2. Without limiting any other legal or equitable rights each Party may possess, the receiving Party expressly agrees that the disclosing Party or its assigns shall be entitled to preliminary and permanent injunctive relief without the necessity of first proving damages in the event of a threatened or actual breach of any of such covenants. The disclosing Party's right to injunctive relief shall exist notwithstanding any dispute, controversy, or allegation of breach by the receiving Party hereunder or otherwise. Each Party shall cause its owners, officers, employees, agents and independent contractors to execute such documents as may be necessary to confirm and give effect to this Article 4.

#### **USE OF INDEPENDENT JUDGMENT; PC EMPLOYEES AND INDEPENDENT CONTRACTORS**

**5.1** The PC shall have sole responsibility, and the Company shall have no responsibility, for the hiring, firing, compensation, supervision, or any training of PC Provider or Clinical Staff employed or otherwise retained by the PC. Notwithstanding anything contained in Articles 2 or 3 to the contrary, neither the Company nor Franchisor (as defined below) shall exercise any authority, influence or control over nor have any responsibility for, the professional services rendered by the PC to any individual. PC Providers and Clinical Staff shall exclusively exercise their independent, medically appropriate judgment in all clinical decisions, as they determine to be in the best interests of the individual.

**5.2** No portion of this Agreement is intended to, or will be interpreted to, interfere with any PC Providers' ability to exercise their independent, clinical and professional judgment, including making referrals as medically appropriate. The PC, PC Providers and Clinical Staff shall be solely responsible for the procurement and maintenance of any and all licenses, permits or other certifications that the PC or such providers may be required to hold in order to provide professional services. The PC warrants and covenants that it shall provide the Company with written notice within 24 hours in the event the license or governmental program participation (if the PC participates in any governmental health care programs) of the PC or any PC Provider or Clinical Staff, as applicable, (i) lapses or is suspended, revoked, restricted, limited, or (ii) is subject to any disciplinary or investigative procedure, order or other such similar events.

**5.3** The PC shall cause PC Providers to perform all medical management deemed necessary or advisable by either the PC to satisfy applicable laws, and good medical practice organization and management.

#### **BOOKS AND RECORDS**

**6.1** The PC shall have the right to inspect the books and records of the Company regarding its collections, billing, accounting and other administrative and management functions provided by the Company on behalf of the PC.

## **COMPENSATION AND EXPENSES**

**7.1 Compensation.** The Parties hereby agree and acknowledge that, in exchange for all the Administrative Services rendered by the Company in accordance with this Agreement, the PC shall pay the Company an Administrative Services Fee (as defined in Exhibit A, which is attached to and made a part of this Agreement). Upon notice to PC, the Company may adjust the components of the Administrative Services Fee annually to reflect the scope of services provided by the Company.

**7.2 Reasonable Value.** The Parties acknowledge and agree that the Administrative Services Fee is commercially reasonable and reflective of the Parties' negotiated agreement as to the fair market value of the comprehensive Administrative Services actually provided to the PC by the Company pursuant to this Agreement. No portion of the Administrative Services Fee is intended to be, or shall be interpreted as, any commission, bonus, kickback, rebate, patient-brokering or fee splitting arrangement in any form.

## **TERM AND TERMINATION**

**8.1 Term.** The Parties intend that the initial term of this Agreement shall be 10 years. Thereafter, this Agreement shall automatically renew for successive 5-year terms unless earlier terminated as provided herein.

**8.2 Termination.** Either party may terminate this Agreement upon a material breach of any provision of this Agreement by the other party that is not cured within sixty (60) days after the date of written notice specifying the nature of the alleged breach. The Company may immediately terminate this Agreement in the event the PC or any PC Provider is no longer licensed to practice medicine or is suspended or terminated from participation in any federal or state health care program. The Parties hereto may terminate this agreement at any time by mutual written consent.

## **STATUS OF THE PARTIES**

**9.1** In the performance of the duties, responsibilities and obligations required by this Agreement, the Company shall at all times be performing as an independent contractor of the PC.

**9.2** Except as otherwise expressly provided herein, no act, work, commission or omission by the Company pursuant to the terms and conditions of this Agreement shall be construed to make or render the Company an agent of the PC. This Agreement also does not intend to create any employment, joint enterprise or joint venture relationship with the PC or PC Providers.

**9.3** No PC Provider or Clinical Staff shall be an agent or employee of the Company.

**9.4** Nothing in this Agreement limits the right of the Company to provide any services or products or enter into any contractual arrangements with any person or entity other than the PC, including persons or entities in similar businesses or in competition with the PC.

**9.5** The Parties agree to comply with federal and state privacy and security laws, including Health Insurance Portability and Accountability Act of 1996 and the privacy and security regulations promulgated thereunder (Public Law No. 104-191) (collectively "HIPAA"), if deemed applicable by the Parties.



## INSURANCE AND INDEMNIFICATION

**10.1** Each party shall maintain such policies of general liability and professional liability insurance as are commercially available at limits of liability customarily maintained by similar enterprises and in compliance with applicable state laws, if any. Immediately upon becoming aware of any claim or possible claim against its insurance policies, the PC shall notify the Company thereof and provide all pertinent details.

**10.2** The Company (the “Indemnifying Party”) shall indemnify, defend and hold harmless the PC and its owners, officers, employees, agents and independent contractors (the “Indemnified Party”) from and against any and all third party costs, fees, expenses, claims, demands, actions and rights of action, damages, liabilities and reasonable expenses of any kind whatsoever (“Liabilities”) that shall or may arise by virtue of any act or omission by or of, or any breach of this Agreement by, the Indemnifying Party, *except* to the extent such Liabilities arise as a direct result of the gross negligence or willful misconduct of the Indemnified Party; provided, however, that the Indemnifying Party shall be notified promptly and in writing of the existence of such Liabilities and shall have the right to assume defense of any such Liabilities.

## MISCELLANEOUS

**11.1 Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when delivered if delivered in person, or three (3) days after being mailed by certified or registered mail, postage prepaid, return receipt requested, or one (1) day after being sent by nationally recognized overnight courier. All such communications shall be sent to the following addresses, or to such other addresses as any of the Parties may designate by written notice in the manner aforesaid:

If to the Company:

[ ]

If to the PC:

[ ]

3601 South Congress Ave., Suite C-200  
Austin, Texas 78704  
Attn: Jonathan Hemmert, MD

Either party may change its address specified for notices by designating a new address via notice in accordance with this Section 11.1.

**11.2 Assignment.** The Company and the PC may freely assign this Agreement at any time and for any reason without consent of the other party.

**11.3 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

**11.4 Contract Modification; Severability.** If any provision of this Agreement is adjudged to be illegal, invalid, or unenforceable under present or future laws in effect during the term of this Agreement for any reason, such provision shall, if possible, be reformed to comport with the law. If reformation is not possible, the invalidity or unenforceability of the provision shall not affect the remainder of this Agreement, which shall continue in full force and effect and be enforceable in accordance with its terms. If any provision

hereof is adjudged to be unenforceable as applied to any particular condition or circumstances, such unenforceability shall not affect the application of such provision to any other condition or circumstances. If any restriction contained in this Agreement is adjudged to be unreasonably restrictive or unduly broad, then the Parties desire that the restriction be modified so as to be given effect to the maximum extent permitted by law. If and to the extent that this Agreement omits any provision currently or hereafter required to be included pursuant to federal or state statute or regulation, this Agreement shall not thereby be rendered invalid but shall be construed and applied as if it were in full compliance with such statutes and regulations as in effect from time to time.

**11.5 Conformance with Law.** Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal, state, and local laws, rules, and regulations.

**11.6 Arbitration.** Each Party agrees that all controversies, disputes, or claims between them or their respective affiliates, shareholders, officers, directors, partners, members, managers, agents, and/or employees arising out of or related to this Agreement, or any breach hereunder, must be submitted for binding arbitration, on demand of either Party, to the American Arbitration Association. There shall be one (1) arbitrator if the amount of the claim is Five Hundred Thousand Dollars (\$500,000) or less, or three (3) arbitrators if the amount of the claim is more than Five Hundred Thousand Dollars (\$500,000). If there are three (3) arbitrators, the claimant shall appoint one (1) arbitrator in its notice of arbitration and statement of claim; the respondent shall appoint one (1) arbitrator in its statement of defense, and the third arbitrator, who shall act as the Chairman, shall be appointed by the two (2) arbitrators appointed by the Parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not appointed within these time periods, the AAA shall make the appointments. The arbitration proceedings will be conducted, except as this Section otherwise provides, according to the then-current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrators in the city in which the PC's then-current principal business address is located (currently, Austin, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as expressly provided otherwise in the remainder of this Section, judgment upon the arbitrators' award may be entered in any court of competent jurisdiction.

The arbitrators have the right to award or include in their award any relief which they deem proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrators may not declare any Mark generic or otherwise invalid or, except as expressly provided in this Section, award any punitive or exemplary damages against either Party (it being understood that each Party hereby waives to the fullest extent permitted by law, except as expressly provided in this Section, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Each Party agrees to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable state law or this Agreement, whichever expires earlier. Each Party further agrees that, in any arbitration proceeding, each must submit or file any claim that would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either Party.

Each Party agrees that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding under this Agreement may not be consolidated with any other arbitration proceeding between the PC and any other person. If any court or arbitrators determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, then the Parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with the remaining provisions in this Section.

Any Party seeking a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction must contemporaneously submit their dispute for arbitration on the merits as provided in this Section. Each Party agrees that the provisions of this Section are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

**11.7 Entire Agreement; Amendment.** This Agreement, together with the exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, or understandings, written or oral, with respect to the same subject matter. Neither party has made or given any representation, warranty or inducement to the other that is not set forth herein. Subject to Section 7.1, no amendment to this Agreement shall be effective unless and until made in writing and signed by an authorized officer or agent of each party.

**11.8 Governing Law.** Notwithstanding the place where this Agreement may be executed by any of the Parties hereto, the Parties expressly agree that all terms and conditions of this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of laws principles thereof.

**11.9 Third Party Beneficiaries.** Except as described in this Section 11.11, nothing in this Agreement is intended to confer any rights or remedies on any person or entity other than the Parties to this Agreement, their respective successors and assigns, and no other person or entity is intended to be nor shall be a third-party beneficiary of this Agreement. Notwithstanding the previous sentence, the PC agrees that the Company's affiliates are express and intended third party beneficiaries of this Agreement.

**11.10 Waiver of Breach.** No provision of this Agreement shall be deemed waived unless evidenced by a written document signed by an authorized officer or agent of the party to be charged with the waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

**11.11 Construction.** The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party hereto. The section and other headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. References to numbered sections and articles denote the Sections and Articles of this Agreement unless otherwise specified. Forms of the verb "include" are used in an illustrative rather than a limiting sense. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

**11.12 Counterparts.** This Agreement and any amendments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**11.13 Additional Assurances.** Except as may be otherwise expressly provided herein, the provisions of this Agreement shall be self-operative and shall not require further documentation.

**11.14 Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, pandemics, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by such party's employees, or any similar or dissimilar cause beyond the reasonable control of such party.

**11.15 Authority.** Each signatory to this Agreement represents and warrants that he possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he is signing.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties hereto affix their signatures below and execute this Administrative Services Agreement under seal.

**COMPANY:**

[\_\_\_\_\_]

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

Name:

Title:

**PC:**

[\_\_\_\_\_]

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

Name: Jonathan Hemmert, MD

Title:

**EXHIBIT A**  
**ADMINISTRATIVE SERVICES FEE**

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws as of the Issuance Date of this document:

State	Effective Date
California	
Hawaii	
Illinois	April 19, 2024
Indiana	April 19, 2024
Maryland	
Michigan	April 19, 2024
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	April 19, 2024
Virginia	May 7, 2024
Washington	Pending
Wisconsin	April 19, 2024

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

## **RECEIPT (Copy 1)**

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

If Restore Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 Restore Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and your state agency in Exhibit A.

The name, principal business address and telephone number of the franchise sellers offering the franchise are:

<b>Name</b>	<b>Principal Business Address</b>	<b>Telephone Number</b>
Colin Fitzpatrick	3601 S. Congress Avenue, Suite C-200, Austin, TX 78704	(832) 392-9186
Cody Wise	3601 S. Congress Avenue, Suite C-200, Austin, TX 78704	(281) 380-3291
Kelly Lynch	3601 S. Congress Avenue, Suite C-200, Austin, TX 78704	(719) 287-2587

Issuance Date: April 19, 2024

I have received a disclosure document dated April 19, 2024. This disclosure document includes the following Exhibits:

- Exhibit A** – State Agencies/Agents for Service of Process
- Exhibit B** – Franchise Agreement and Exhibits
- Exhibit C** – Multi-Unit Development Agreement
- Exhibit D** – List of Current Franchisees
- Exhibit E** – List of Franchisees Who Have Left the System
- Exhibit F** – Manual Table of Contents
- Exhibit G** – Financial Statements
- Exhibit H** – State Specific Disclosures and State Specific Addenda to Agreements
- Exhibit I** – Franchise Compliance Certification
- Exhibit J** – Form Administrative Services Agreement



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

Franchisee (Name of Company): \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

(Sign, Date and Return to us, the franchisor)

## **RECEIPT (Copy 2)**

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

If Restore Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 Restore Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and your state agency in Exhibit A.

The name, principal business address and telephone number of the franchise sellers offering the franchise are:

<b>Name</b>	<b>Principal Business Address</b>	<b>Telephone Number</b>
Colin Fitzpatrick	3601 S. Congress Avenue, Suite C-200, Austin, TX 78704	(832) 392-9186
Cody Wise	3601 S. Congress Avenue, Suite C-200, Austin, TX 78704	(281) 380-3291
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- Exhibit J** – Form Administrative Services Agreement

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

Franchisee (Name of Company): \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

(Sign, Date and Keep for Your Records)