

## FRANCHISE DISCLOSURE DOCUMENT

	Ream Franchise Group, LLC a California limited liability company 5140 Avenida Encinas Carlsbad, California, 92008 (858) 292-9202 info@gamedaymenshealth.com www.gamedaymenshealth.com
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The franchise offered is for the right to open a Gameday medical clinic (“Clinic”) to offer healthcare services to men (“Patients”) (a “Gameday Men’s Health Business.”) Some of the healthcare services will be provided under membership plans and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications (the “Healthcare Services”).

The total investment necessary to begin the operation of a single Gameday franchised business ranges from \$224,575 and \$410,496. This includes between \$56,750 and \$64,250 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of two Gameday franchised businesses under an Area Development Franchise is between \$441,650 to \$813,492. This includes \$106,000 to \$121,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of three Gameday franchised businesses under an Area Development Franchise is between \$654,725 to \$1,212,488. This includes \$151,250 to \$173,750 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of four Gameday franchised businesses under an Area Development Franchise is between \$863,550 to \$1,607,234. This includes \$192,250 to \$222,250 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Gameday franchised businesses under an Area Development Franchise is between \$1,070,375 to \$1,999,980. This includes \$231,250 to \$268,750 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of six Gameday franchised businesses under an Area Development Franchise is between \$1,275,200 to \$2,390,726. This includes \$268,250 to \$313,250 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format which is more convenient for you. To discuss the availability of disclosures in different formats, contact Evan Miller, President, at Evan@gamedaymenshealth.com or (858) 292-9202.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a



Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at (877) FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 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: May 8, 2025**



## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<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 Exhibit D.
<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 E 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 Gameday Men’s Health business 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 Gameday Men’s Health franchisee?</b>	Item 20 or Exhibit D list 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 Patients, what you sell, how you market, and your hours of operation.

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

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

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

### Some States Require Registration

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

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



## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.
6. **Sales Performance Required.** You must maintain minimum sales performance levels or other contingency under the Area Development Agreement (Development Schedule). Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your Area Development 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 THE STATE OF MICHIGAN

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

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

A requirement that a Franchisee assent to a release, assignment, novation, waiver, or estoppel that 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 all claims.

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

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 that 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 (a) the term of the franchise is less than five years, and (b) 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; or other advertising or another commercial symbol in the same area after the expiration of the franchise or the franchisee does not receive at least six months advance notice of franchisor's intent not to renew the franchise.

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.

A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from agreeing, at the time of arbitration or litigation, to conduct arbitration or litigation at a location outside this state.

A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise except for good cause. The subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause includes:

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

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

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

The franchisee's failure 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.



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 and has failed to cure the breach in the manner provided in this notice.

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

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

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

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

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



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**EXHIBITS**

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**ITEM 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSOR, AND AFFILIATES**

**The Franchisor**

The franchisor is Ream Franchise Group, LLC. For ease of reference, Ream Franchise Group, LLC will be referred to as “we,” “us,” “our,” or “Gameday Men’s Health.” We will refer to the person or entity that buys the franchise as “you,” “your,” or “Franchisee.” If you are a business entity, certain provisions will also apply to your owners.

We are a California limited liability company formed on October 26, 2021. We do business as “Ream Franchise Group, LLC” and “Gameday Men’s Health.” We do not conduct business under any other name. We allow you to operate under the trademark “Gameday Men’s Health.” Our principal business address is 5140 Avenida Encinas, Carlsbad, California 92008. We sell franchises (“Franchises”) to operate and/or manage a Clinic offering Healthcare Services and other products for men and have done so since June 2022. We have not conducted a business of the type to be operated by you. We have never offered franchises in any other line of business, and we have no other business activities.

Our agent for service of process in California is Evan Miller, 5140 Avenida Encinas, Carlsbad, California 92008. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process.

**Our Parents, Predecessors, and Affiliates**

We have no predecessors.

Gameday Health Management, LLC (“Gameday Parent”) is our parent company and shares our principal business address. Gameday Parent currently operates four Gameday Men’s Health Businesses.

We have several affiliates (our “Affiliates”).

Beachside Health Management LLC (“Beachside Health”) is our Affiliate and shares our principal business address. Beachside Health has delivered non-medical business management services to a clinic in Anaheim California since June 2024 and in Corona California since January 2025, similar to the MSO Model described below. Beachside Health has acted as an owner operator of a clinic in O’Fallon Missouri since January 2025, similar to the DCO Model described below. Beachside Health has never offered franchises in this or any other line of business and does not offer any products or services to our franchisees. Gameday Canada Franchise Group LLC (“GD Canada”) is our Affiliate and shares our principal business address. GD Canada offers substantially similar franchises in Canada and has done so since June 2023. GD Canada is not a supplier of any goods or services for our US franchise system.

Women’s Health Franchise Group LLC (“WHFG Affiliate”) is our Affiliate and shares our principal business address. WHFG intends to offer a women’s health franchise concept beginning in summer or fall 2025. We and WHFG reserve the right to offer co-branding opportunities with the new franchise concept(s).

In 2018, Gameday Parent began providing services as a non-medical business management company. In 2020, Gameday Health Partners, LLC (“GHP Affiliate”) purchased most of the assets and assumed most of the liabilities of Gameday Parent, and began operating the non-medical business management services. In February 2022, Gameday Parent assigned its trademarks to ZCB Works, LLC (“IP Affiliate”), whose principal address is the same as ours. IP Affiliate licenses us the Marks and certain



other intellectual property that we sublicense to you. In January 2023, Gameday Parent re-acquired the assets and liabilities of the non-medical business management services from GHP Affiliate and GHP Affiliate was dissolved in August 2023.

From 2018 to 2020, Gameday Parent (and from 2020 to June 2023, GHP Affiliate) offered its non-medical business management services to California-based Clinics owned by physician K. Mitchell Naficy, M.D., doing business as Healthy Aging Centers, Inc., (d/b/a Gameday Men's Health) ("Healthy Aging"). Dr. Naficy's principal address is the same as ours. The non-medical business management services Gameday Parent offers to Dr. Naficy are substantially similar to those that will be offered by Clinics using the MSO Model, as defined below. Our Gameday Parent (and as described above, GHP Affiliate) have provided these management services to a Healthy Aging clinic in Carlsbad, California since 2018, in Temecula, California since 2020, in Laguna Hills, California since 2021 and in San Diego, California from 2022 until it was sold in 2023. In April 2023, Gameday Parent began providing management services to a Healthy Aging clinic in Newport Beach, California. Gameday Parent, IP Affiliate, and WHFG Affiliate have never offered franchises in this or any other line of business and have no other business activities other than described above.

### **The Franchised Business**

We grant you the right to open and operate a Clinic under either the DCO Model or the MSO Model, as defined below. In each case, the Clinic will offer in-person Healthcare Services to Patients, and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications. We refer to the DCO Model and MSO Model as the "Models." Throughout this Franchise Disclosure Document, we have included language denoting Model-specific information. Unless otherwise specified, information is applicable to both Models.

If you are a medical professional or if you will open your Clinic in a state that allows a non-medical professional to own a Clinic, you will operate through "Direct Clinic Ownership" or the "DCO Model." Otherwise, if your state allows, you may open a non-medical business management firm ("Management Services Organization" or "MSO") that delivers management services to Clinics (the "MSO Model." We offer franchises for single Clinics and area development franchises ("Area Developer Franchise(s)") for the right to open multiple Clinics in a designated development area. Area developers sign individual franchise agreements for each Clinic. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s). Currently, in the state of Minnesota, we only offer the MSO Model and do not offer the DCO Model; and in the state of Washington, we only offer the DCO Model and do not offer the MSO Model. The State Addendum attached to this Franchise Disclosure Document as Exhibit F may contain additional references to the availability of a model in such states.

The Clinics will offer the then-current list of Healthcare Services to men using our "System" in a designated geographic area (an "Exclusive Territory"). Clinics may sell memberships to Patients for the use of certain Healthcare Services for designated time periods based on an entry fee and monthly dues, which will be described under member agreements with the Clinics. The membership programs do not allow for reciprocity and transfers among the membership programs of different Clinics. Our "System" includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO Model and the management services under the MSO Model; our "Proprietary Information", including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional



programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

Under both Models, we grant you the right to use the “Marks” (see Item 13) in advertising the availability of the Healthcare Services at the Clinic.

A “Medical Professional” is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Medical Professionals must have an active DEA registration, maintain all licenses in good standing, and pass a background check. No particular specialty is required by us. We must approve the Medical Professionals who directly own and operate the Clinic under the MSO Model.

Under the DCO Model, we grant you the right to own and operate a single Clinic at the “Franchised Location.” Under the MSO Model, we grant you the right to manage a single Clinic at the Franchised Location.

Certain states prohibit the “corporate practice of medicine,” meaning that a layperson cannot directly own a Clinic. In such cases, and subject to Applicable Law (as described below), you are still permitted to operate under the MSO Model. For the MSO Model, we grant you the right to own and operate a non-medical business management company that contracts (through a “Medical Services Agreement” or “MSA”) with the Medical Professional to deliver non-medical business management services to the Medical Professional’s Clinic. The non-medical business management services include private-Patient billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies, lease management, and similar services (“MSO Services”). You must enter into an MSA acceptable to us prior to the Clinic opening, with enough time for the Medical Professional to complete required Medical Training. We may grant an opening extension if you are unable to enter into an MSA prior to this time, as described in Item 11.

Regardless of the Model under which you will operate, nothing in our System limits your Medical Professional’s exercise of their professional or medical judgment; the evaluation of, diagnosis, or protocols delivered to a Patient; your prognoses offered to Patients; the clinical training you offer your employees and staff members; or the relationships with your Patients.

We also offer to select qualified persons (“Area Developer(s)”) the opportunity to sign our area development agreement (“Area Development Agreement”) and acquire the right to develop up to ten Clinics in a designated development area (“Development Territory”) in accordance with a specified development schedule (“Development Schedule”). Area Developers must open a minimum of two Clinics.

The Development Territory will be established based on the consumer demographics of the area, the geographical area, city, county, and other boundaries. Area Developers must also sign a Franchise Agreement for the first Clinic at the same time as the Area Development Agreement.

Area Developers and franchisees will sign a separate franchise agreement for each Clinic on the then-current form used by us at the time, which may differ from the current Franchise Agreement included with this disclosure document. Unless otherwise stated, any reference in this disclosure document to “you” or “franchisee” includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

### **Competition and Laws Affecting the Business**



The delivery of healthcare services to the general public is well-established and highly competitive. Your Patients will be men in the general public. The healthcare sector that serves men exclusively is developing but is also very competitive. You will compete with other businesses offering healthcare services in general (including medical practices, chiropractic practices, hospitals, and similar medical service providers) and that offer healthcare services exclusively to men. Operating the Clinic is not a seasonal business, and you will be open year-round.

All states and the federal government (and even some municipalities or counties) regulate the delivery of medical services to the public, and you must adhere to the same. All such laws are referred to as the “Applicable Laws.” Further, some states allow DCO, while others allow only MSO practices. In addition, Applicable Law may dictate how you account for the Clinic’s “Gross Revenue” (defined below) and the percentage ownership allowed between a layperson and Medical Professional. A determination by you of such laws will determine which of the two Models is allowed in your state.

There are also federal laws that govern the delivery of Healthcare Services, including, without limitation, the Health Insurance Portability and Accountability Act (“HIPAA”), which governs the protection of Patient information, the Health Information Technology for Economic and Clinical Health Act, which governs electronic Patient record keeping, the Clinical Laboratory Improvement Amendments, which provides guidelines and regulations for maintaining the on-site laboratory, and regulations of the United States Drug Enforcement Agency (“DEA”), which govern prescription practices. Violations of federal laws concerning self-referring, kickbacks, and the like may result in serious criminal and civil penalties and the termination of the Franchise Agreement.

Applicable Law will determine the scope of Healthcare Services that a Medical Professional can deliver to a Patient. For instance, in some states, only a physician or properly supervised nurse practitioner or physician assistant may offer an initial evaluation and diagnosis or write prescriptions. Similarly, state Applicable Law may regulate the level of supervision required to deliver some of the Healthcare Services. You will determine the same by reviewing your state’s Applicable Laws and by creating a procedures manual that will adhere to the same. You will train your staff accordingly.

Applicable Law may also impose other restrictions on the operation or management of the Clinic, including the requirement that Patients be obtained only through referral by a primary-care physician and that restrict the franchisee from owning or managing more than one Clinic.

The “Initial Training” (Item 11) and other training we offer is not intended to and will not provide medical training to a Medical Professional or continuing education requirements that your state may impose on Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Healthcare Services and other services to Patients. You (and not us) are required to enforce this requirement.

There may be other Applicable Laws that govern the operation of any business, including employment laws, health, safety, Occupational Safety & Health Administration (OSHA) regulations, and similar legal requirements. Some Applicable Laws may regulate the length and terms of membership contracts, advertising and limitations on pre-opening sales. You may also have to obtain a bond to protect pre-paid membership fees you collect and there may be buyer's remorse cancellation rights and other types of cancellation rights. In all cases, you must determine the existence of Applicable Laws concerning your business operations before you sign the Franchise Agreement and must continue to comply with them throughout the franchise relationship. We urge you to consult with legal and other professionals of your choice for such help.



From time to time, a governmental authority may add to, delete (and then reinstate), or modify an Applicable Law, and you will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law.

We will never provide or deliver information, directions, opinions, medical directives, treatment plans, or prescription advice and will never assert any direction or control over the Medical Professional/Patient relationship.

## **ITEM 2**

### **BUSINESS EXPERIENCE**

#### **Member and Chief Executive Officer - Evan Miller**

Dr. Evan Miller has served as our Chief Executive Officer since March 2023 and as our Member since our inception in October 2021 in Carlsbad, California. Dr. Miller previously served as our President from October 2021 to March 2023 in Carlsbad, California. In December 2017, he founded Gameday Parent, and since then has managed Gameday Parent and GHP Affiliate in Carlsbad, Temecula, Laguna Hills and San Diego, California. Since December 2017, Dr. Miller has also acted as Business Development Manager of Healthy Aging in Carlsbad, Temecula, Laguna Hills and San Diego, California.

#### **President - Shea Fears**

Shea Fears has served as our President in Carlsbad, California since March 2023. Ms. Fears previously served as our Vice President of Operations in Carlsbad, California from October 2021 to March 2023. From September 2020 to March 2023, Ms. Fears was the Director of Operations of Healthy Aging in Carlsbad, Temecula, Laguna Hills and San Diego, California. From August 2018 to September 2020, Ms. Fears was an operations director for EyeCare in La Jolla, California.

#### **Chief Operating Officer - Stephen Mercurio**

Stephen Mercurio is our Chief Operating Officer in Carlsbad, California and has been since December 2023. Prior to that, he was the CEO of Akua Behavioral Health in Newport Beach, California from January 2022 to September 2023. Mr. Mercurio was the President of Akua Behavioral Health in Newport Beach, California from January 2019 to December 2021.

#### **Chief Medical Officer - Nicole Garcia**

Dr. Nicole Garcia has served as our Chief Medical Officer since March 2023 in Carlsbad, California. Dr. Garcia has been the Medical Director of franchisee Clinics in Santa Monica, Anaheim and Corona, California since December 2022. From May 2013 to the present, Dr. Garcia has been President of BodyLogicMD, located in San Diego, California and Newport Beach, California.

#### **Chief Innovation Officer - Michael Tabor**

Michael Tabor has served as our Chief Innovation Officer since July 2024 in Carlsbad, California. Mr. Tabor has served as a founding member of Kitson Yachts in Bal Harbor, Florida since January 2020 and served as its CEO from June 2021 to July 2024.

#### **Chief Strategy Officer - Allen Brooke**



Allen Brooke has served as our Chief Strategy Officer since July 2024 in Carlsbad, California. Mr. Brooke previously was the Partner and Chief Financial Officer to a UHNW Family Office from June 2019 to July 2024 in Delray Beach, Florida.

**Director of Onboarding - Tristyn Coffeen**

Tristyn Coffeen has served as our Director of Onboarding since June 2022 in Carlsbad, California. From December 2018 to June 2022, Ms. Coffeen was the Clinic Manager of Healthy Aging for all of their clinics in Carlsbad, Temecula, Laguna Hills and San Diego, California.

**Director of Brand Standards - Lauren Kampinga**

Lauren Kampinga is our Director of Brand Standards in Carlsbad, California and has been since November 2023. Prior to that, she was the Senior Manager, Quality Assurance & Continuous Improvement, and Director of Operations & Franchise Success for Restore Hyper Wellness in Austin, Texas from July 2015 to August 2023.

**Senior Marketing Manager - Hannah Inlow**

Hannah Inlow is our Senior Marketing Manager in Carlsbad, California and has been since November 2023. Prior to that, she was an Associate Brand Manager at Hourly, LLC in Palo Alto, California from May 2022 to October 2023. Ms. Inlow was Marketing Coordinator for UFC Gym in Newport Beach, California from October 2020 to May 2022. Prior to that, she was an Account Coordinator for Modera, Inc. in Irvine, California from January 2018 to October 2020.

**Marketing Director: Nicole Marlborough**

Nicole Marlborough is our Marketing Director in Carlsbad, California and has been since September 2023. Prior to that, she was a Marketing Manager & Corporate Brand Manager for Restore Hyper Wellness in Austin, Texas from June 2022 to September 2023. Ms. Marlborough was a Marketing Manager - Corporate Brand & Franchise for UFC Gym in Newport Beach, California from February 2020 to March 2022.

**ITEM 3**

**LITIGATION**

*Kelly Jernigan v. Warm Waters Medical, P.C., et al*, 24CU00448C (Superior Court of California, San Diego County initially filed on July 17, 2024). A former employee of Warm Waters Medical, P.C., a clinic managed by a Gameday Men’s Health franchisee, filed suit against Warm Waters Medical, P.C, Ream Franchise Group, LLC, and Gameday Health Management, LLC alleging violations of wrongful termination in violation of public policy and retaliation provisions under California’s Labor Code and unfair unlawful fraudulent business practices under the Business and Professions Code. This former employee of our franchisee seeks general and compensatory damages, special damages in an amount according to proof, mental and emotional distress damages; back pay, front pay and other monetary relief, restitution, statutory penalties and/or exemplary damages, punitive damages, attorney’s fees, court costs, and interest. On August 8, 2024, we requested that the plaintiffs remove Ream Franchise Group, LLC and Gameday Health Management, LLC as these parties did not employ the plaintiff or otherwise manage the clinic where the plaintiff was previously employed.



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

#### **ITEM 4**

#### **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5**

#### **INITIAL FEES**

Unless otherwise stated, the fees below apply to both the DCO and MSO Models.

##### *Initial Franchise Fee*

You will pay us a \$49,500 initial franchise fee (“**IFF**”) when you sign your Franchise Agreement for the license to open a single Clinic within an Exclusive Territory. If you are an honorably discharged veteran from the United States military, we will discount the IFF for your first Clinic by \$10,000. The IFF is used to cover our costs for initial training and the pre-opening services we deliver and is fully earned by us before you open. The IFF is uniformly imposed and nonrefundable.

During our last fiscal year ended December 31, 2024, we collected Initial Franchise Fees ranging from \$30,000 to \$49,500. The lower Initial Franchise Fee was granted to a current Area Developer for purchasing additional Franchises (as described below) and the higher Initial Franchise Fee was our standard Initial Franchise Fee during 2024.

##### *Development Fee*

If you choose to enter into an Area Development Agreement to open multiple Clinics, you will sign the Area Development Agreement at the same time that you enter into your initial Franchise Agreement, and you will pay us a fee based on the number of Clinics you want to develop (“**Development Fee**”) when you sign the Area Development Agreement and your first Franchise Agreement. You must develop a minimum of two Clinics. The Development Fee is nonrefundable, even if you fail to open any Clinics. The chart below describes the Development Fee owed depending on the number of Clinics you agree to open. Area Developers must open a minimum of two Clinics.

Number of Clinics	Development Fee for the Clinic	Total Development Fee Due
One	\$49,500	N/A
Up to Two	\$42,000	\$91,500
Up to Three	\$38,000	\$129,500
Up to Four	\$36,000	\$165,500
Up to Five	\$34,000	\$199,500
Up to Six*	\$32,000	\$231,500

\*The Development Fee for each Clinic above six is an additional \$30,000.

You will not owe any additional IFFs when you enter into the Area Development Agreement. If you previously entered into an Area Development Agreement, you may request to increase your development obligations if you are in good standing under your Franchise Agreement and Area Development Agreement. If we grant your request to purchase the right to develop additional Clinic(s), you will pay the difference between: (i) the then-current Development Fee for the total number of Clinics you will develop after signing the additional Franchise Agreements; and (ii) the aggregate Development Fee you paid for any previous Clinic development rights. For example, if you previously entered into two Franchise Agreements and enter into a third and fourth Franchise Agreement, your Development Fee will be calculated as \$165,000 (the current Development Fee for four Gameday Men’s Health Businesses) less the \$91,500 you paid under your Multi-Franchise Addendum for an additional Development Fee of \$73,500. You will sign an “Amendment for Additional Development,” the form of which is included in Exhibit G to this Franchise Disclosure Document, which will set forth the additional Development Fee due for the development rights for your additional Clinic(s). We may, but are not obligated to, expand or modify your Development Territory when you sign an Amendment for Additional Development. We reserve the right to increase the Development Fees and calculate the additional Development Fee based on the then-current fee schedule.

#### *Initial Training Fee*

You must pay us an “Initial Training Fee” of \$500 for the initial training program. The Initial Training Fee includes training for up to seven attendees. We are not required to provide Initial Training to you for any additional Gameday Men’s Health Business franchises after you receive Initial Training for your first Franchise. This fee is uniform, nonrefundable and is due before your scheduled Initial Training Program (as defined in Item 11).

#### *Technology Startup Fee*

You will also pay us before you open (i) \$750 as the “Technology Startup Fee” to cover our cost to set up a landing page for your Model on our website and set up your Model in our system; and (ii) \$750 for three months of the “Technology Maintenance Fee” (at \$250 per month) that will be used to maintain your website presence and for other technology-based services. The Technology Startup Fee and Technology Maintenance Fee are uniformly imposed and are nonrefundable.

#### *Grand Opening Support*



If you request and we approve your request, on or around the first two days after you open for business, we will provide one trainer who will travel to your Franchised Location to provide grand opening support (“Grand Opening Support”). Grand Opening Support is optional. We grant or deny your request based on our discretion and availability. You will pay us a \$4,500 trainer fee at least 3 weeks in advance of your scheduled grand opening (“Grand Opening Support Fee”) and our travel expenses, including lodging, meals, and transportation. We estimate our travel expenses will be up to \$3,000. You must pay the expenses associated with Grand Opening Support within 30 days of the date of the invoice for such expenses. The Grand Opening Support Fee covers our costs in providing training at your Franchised Location. The Grand Opening Support Fee is uniform and nonrefundable.

### *Digital Marketing Fee*

Beginning three months before the scheduled opening date of your Clinic, you will pay us a monthly fee to provide or procure digital marketing services for your Clinic (“Digital Marketing Fee”). The Digital Marketing Fee will vary based on the number of Gameday Men’s Health Businesses you operate. The Digital Marketing Fee is used to provide and/or procure marketing, which may include custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting for your Clinic (“Digital Marketing”). The Digital Marketing Fee may be used for associated overhead operating costs and expenses we incur when providing or procuring Digital Marketing. The Digital Marketing Fee is currently equal to \$1,250 per month for your first Clinic, and if you operate multiple Clinics, you will pay \$1,250 per Clinic per month for the second and third additional Clinics and \$500 per Clinic per month for Clinics 4, 5, and 6. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee for these businesses. The Digital Marketing Fee is subject to up to a 20% increase in each calendar year. Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee (“Digital Marketing Set-up Fee”). The Digital Marketing Fee and Digital Marketing Set-Up Fee are uniformly imposed and nonrefundable.

### Financial Assurances

Some states have imposed a financial assurance. Please refer to the State Addendum in Exhibit F to the Franchise Disclosure Document.



**ITEM 6**

**OTHER FEES**

<b>Type of Fee*</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalties <sup>(1)(2)(3)</sup>	0% of Clinic “ <u>Gross Revenue</u> ” <sup>(1)</sup> for the first 60 days of operation; the greater of 6% of Clinic Gross Revenue or the “ <u>Minimum Royalty</u> ” <sup>(2)</sup> beginning on the third month of operation and continuing during the remaining years of the initial term.	Monthly on the 5 <sup>th</sup> of each month.	See Notes 1, 2 and 3 for more information on “ <u>Royalties.</u> ”
Brand Development Fee	2% of Gross Revenue.	Same as Royalties.	We may increase this amount to no more than 3% of Gross Revenue after 60 days’ written notice. If you operate in a state that does not permit the collection of percentage-based fees, we may implement an alternative fee structure upon 60 days’ notice to you and will reconcile any payments with this new fee structure. We reserve the right to charge an alternative flat fee equal to up to \$2,000 dollars per month. See Item 11 for more information.
Local Advertising Requirement	\$2,000 per month.	Monthly.	If you fail to meet your required “ <u>Local Advertising Requirement</u> ” on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund. Your Digital Marketing Fee does not count towards the Local Advertising Requirement. If we require you to pay a Regional Advertising Fee (as defined below) for a regional advertising program controlled by us, your Regional Advertising Fee will be credited towards the Local Advertising Requirement.

Type of Fee*	Amount	Due Date	Remarks
Digital Marketing Fee	Varies depending on the number of Gameday Men’s Health Businesses you operate (between \$500 and \$1,250).	Payable on receipt of invoice.	For your first three Gameday Men’s Health Businesses, your Digital Marketing Fee is \$1,250 per month for each business. For the next three Gameday Men’s Health Businesses (4 – 6), the fee will be equal to \$500 per month. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee for these businesses. We may increase the Digital Marketing Fee by up to 20% each year upon 60 days’ written notice.
Telehealth Marketing Fee	Currently \$1,250 per month	Monthly, payable on or before the 5th day of each month	You will pay the “ <u>Telehealth Marketing Fee</u> ” fee to us each month. We pass through this amount directly to our designated third-party advertising vendor for telehealth marketing services. This fee may increase if the third-party vendor increases its fees.
Regional Advertising Fee	May vary, no more than the total amount of the Local Advertising Requirement.	As we determine.	Payable to us if we create a regional advertising program that includes franchisees within a designated geographic area. The Regional Advertising Fee will apply in addition to your Digital Marketing Fee; however, we may also allocate that part of your Brand Development Fee or Digital Marketing Fee for use by the regional advertising program (Item 11). The Regional Advertising Fee will be credited towards your Local Advertising Requirement. Each Clinic, including company-owned Clinics, in the designated geographic area will have one vote in the regional advertising program. We have no formula for determining whether a regional advertising group will be formed or what percentage of your fees will be allocated. As a result, we cannot quote an amount here.



<b>Type of Fee*</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Technology Maintenance Fee	Currently, \$250 per month.	You will pre-pay the first three months of the Technology Maintenance Fee. Beginning with your fourth month of operation, the Technology Maintenance Fee will be payable each month.	We may increase this fee at any time and in any amount in our sole discretion after 60 days' written notice. We have no formula for determining if, when, or in what amount any change would be, and as a result, we cannot quote time or fee increase here. This fee may include fees paid to third-party vendors and it may be adjusted to reflect their price increases. This fee includes technology maintenance for the telehealth services. You will also be responsible for any increase in fees that result from any third-party vendor price increases upgrades, modifications or additional software.
Replacement/Additional Personnel and Transferee Training Fee <sup>(4)</sup>	Currently, \$200 per person per Shadow Day for replacement or additional trainees and \$2,500 per person for transferees.	Before training.	See Note 4.
Optional Additional Training or Assistance Fee <sup>(5)</sup>	Currently, \$950 per trainee per day plus an additional \$950 per day for any additional trainers.	As incurred.	See Note 5.
Audit Fee	Cost of audit plus 1.5% interest per month.	Within ten days after receipt of audit report.	Payable to us if the underpayment is greater than 2% of reported amounts.
Transfer Fee	\$10,000 plus any broker commission.	When the transferee signs the then-current Franchise Agreement.	Payable to us. If a broker referred the transferee and we pay a brokerage commission, this figure will increase by the amount of the commission. We have no method of determining if there will be a broker and cannot quote any additional cost here.
Successor Franchise Fee	\$10,000.	When you are granted the right to renew.	Payable to us.
Late Fee	Currently, \$100 per day plus Default Interest.	As incurred.	Payable to us if you do not make a timely payment. We may increase this fee at any time and in any amount after first giving you at least 60 days' written notice.
Default Interest	Currently, 18% per annum, compounded monthly.	As incurred.	We may increase this interest at any time and in any amount after giving you at least 60 days' written notice. However, we will not charge an amount greater than allowed by your state.



<b>Type of Fee*</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Indemnification Fee	The expenses, losses, payments or obligations to make payments either (i) to or for third-party claimants, including refunds, or (ii) incurred to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.	As incurred.	Payable to us, our affiliates, officers, directors, managers, partners, shareholders, members, employees, agents and contractors if we are held liable for any claims arising from your operations.
Supplier Approval Fee	Then current fee (currently \$500).	As incurred.	Payable to us for expenses we incur to evaluate a proposed supplier.
Relocation Fee	Currently, \$5,000.	As incurred.	Payable to us if we approve the relocation of your Clinic. We may increase this fee at any time and by any amount after giving you at least 60 days' written notice. We may increase this fee to up to \$7,500.
Annual Conference Attendance Fee	Then current fee (not currently charged).	Before attendance.	Payable to us if we conduct an " <u>Annual Conference</u> " and implement a fee. We will notify you of this fee at least 60 days before the Annual Conference date.
Insurance	Our cost if we purchase insurance for you, plus our then-current administrative fee that now is \$500 per month for each month that we maintain the insurance on your behalf.	As incurred.	You will pay this amount if we purchase insurance for your Model because you failed to do so. We may increase the administrative fee at any time and any amount after giving you no less than 10 days' prior written notice.
New Healthcare Services, Products, Technology, and Services Fees <sup>(6)</sup>	Varies.	As incurred.	Payable to approved suppliers or us. See Note 6.
Taxes <sup>(7)</sup>	Our costs.	As incurred.	See Note 7.
Cost for Testing Samples <sup>(8)</sup>	Varies.	As incurred.	See Note 8.



Type of Fee*	Amount	Due Date	Remarks
Non-Compliance Fee	\$500 per violation plus \$100 per day that any violation is not corrected.	As incurred.	This fee is assessed if notify you that you are failing to follow our System or any required standards, fail to follow the terms of the Franchise Agreement or Franchise Operations Manual.
Payment Processing Service Fees	2% to 4% of the payment amount.	As incurred.	Payable to approved suppliers or us. We may collect this for fees we process from your patients or from you.

\*Unless otherwise stated, all fees apply to both the DCO and MSO Models. You will be responsible for paying these fees separately for each Clinic you open. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Clinics, the fees indicated in the chart above are the fees charged and/or incurred for each Clinics. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index (“CPI”) in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

Note 1: Royalties. You must pay us a continuing Royalty. The continuing Royalty is a monthly fee that is equal to the greater of: (a) 6% of the amount equal to the monthly Clinic Gross Revenue; or (b) the then-applicable Minimum Royalty.

“Gross Revenue” means the total of all revenues and income of the Clinic (whether operated through a DCO Model or an MSO Model), including the revenue generated from the sale of all products and services (including branded products and services) offered at or from the Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees, dues and all other charges, and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes you collect that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. All barter or exchange transactions in which the Clinic furnishes products or services in exchange for products or services provided to Clinic by a vendor, supplier or Patient will, for the purpose of determining Gross Revenue, be valued at the full retail value of the products or services so provided to Clinic.

Under the DCO Model, you will collect all Clinic Gross Revenue. Under the MSO Model, the Medical Professional will collect all Clinic Gross Revenue. The percentage Royalty is based solely on the



amount of the Gross Revenue of the Clinic for both models. If you operate the MSO Model, your Royalty is not based on the revenue you derive from the delivery of MSO Services to the Clinic.

All Royalties and fees collected must comply with federal, state, and/or local government laws, rules or regulations. If we determine that this calculation and collection of Royalties or any other fee or required contribution is invalid or unenforceable, we will give you 60 days’ written notice, and will replace any invalid or unenforceable calculation or collection method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty or other fee will be enforceable as so modified.

Note 2: Royalties: Minimum Royalty. The Minimum Royalty is described in the chart below.

“Minimum Royalty”						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
\$541.67	\$812.50	\$1,083.33	\$1,354.17	\$1,625.00	\$1,895.83	\$2,166.67

Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year. The Minimum Royalty is not imposed during the first 60 days after the Clinic opens.

These amounts are per Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the “Year 1” Minimum Royalty in the calendar year the Clinic opens and in the calendar year following the year the Clinic opens. Each additional year starts on January 1 of the subsequent year. In the event of a transfer, the year shall be calculated from the original opening date of the Clinic.

Note 3. Royalties. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“ACH”) or other similar means. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement.

Note 4. Replacement/Additional Personnel and Transferee Training Fee. Payable to us for training additional or replacement “Designated Managers,” “Principal Operators,” non-medical staff, or transferees. You will pay your associated expenses, including travel, lodging, and board. We may increase this fee at any time in any amount after giving you at least 60 days’ written notice. A “Designated Manager” is a person besides you or your Principal Operator who acts as your Model’s general manager and has been trained by us. A “Principal Operator” is an equity owner of your franchisee entity you designate to receive our training and operate the business on a day-to-day basis.

Note 5. Optional Additional Training or Assistance Fee. Payable to us if you request additional operating assistance, and we agree to provide it. If we travel to you, you will pay our then-current daily fees per trainee plus our travel, room, and board. If we send more than one trainer, you will pay our then-current daily fee for each additional trainer plus their travel room and board. If you travel to us, these fees will apply, and you will bear these costs for your travel, room, and board. In our sole discretion, this training may be delivered virtually through our password-protected training web portal at the same per-trainer daily fee. We may increase this fee at any time by any amount after giving you at least 60 days’ written notice.

Note 6. New Healthcare Services, Products, Technology, and Services Fees. We may require all similarly placed franchisees and you to add Healthcare Services, products, or other services to those already sold through your Clinic. Under the MSO option, your MSA must include language that requires the



Medical Professional to update its Healthcare Services, products, and other services. In each case, you may incur additional expenses, costs, and fees, some of which may be due to an Affiliate, a third party for whom we collect funds, or us. We have no set formula for determining the amounts and cannot provide an estimate to you. We will notify you in writing and give at least 60 days to comply. To provide for inevitable but unpredictable technological changes that could affect either Model’s operations, we have the right to establish, in writing, reasonable new standards and fees to implement new technology. If we introduce new technology, we will notify you in writing and give you 60 days to comply with the changes.

Note 7. Taxes. You will reimburse us for all taxes we pay for products or services we furnish you, on our collection of the initial franchise fee, on the collection of royalties and advertising contributions, and the collection of similar fees or costs, if assessed by your state, and except for our income taxes.

Note 8. Cost for Testing Samples. We may test items and goods from the Clinic and management offices to ensure it complies with our standards. If the test discloses failure to meet our standards, we may collect our cost of testing. We have no formula for determining this cost and cannot quote it here.

## ITEM 7

### ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

##### Single Clinic (DCO Model and MSO Model)

Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 2)	\$49,500	\$49,500	Lump sum	When you sign your Franchise Agreement	Us
Rent (Note 3)	\$6,825	\$22,896	As incurred	As per lease terms	Landlord
Real Estate Security Deposit	\$1,500	\$7,000	As incurred	As incurred	Landlord
Utility Deposits (Note 4)	\$0	\$1,500	As incurred	As incurred	Utility companies
Leasehold Improvements (Note 5)	\$20,000	\$25,000	As incurred	As incurred	Affiliates, Approved vendors
Architect and Design (Note 5)	\$5,000	\$7,500	As incurred	As incurred	Architect or construction manager
Bookkeeping Services (Note 6)	\$1,500	\$2,000	As incurred	As incurred	Approved supplier
Medical, Exam Room, Laboratory Equipment (Note 7)	\$20,000	\$50,000	As incurred	As incurred	Approved supplier
Other Furniture, Fixtures, Equipment, and Signage (Note 7)	\$15,000	\$21,000	As incurred	As incurred	Approved suppliers
Technology Startup Fee and Three Months Technology Maintenance Fee	\$1,500	\$1,500	As incurred	As incurred	Us



Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Inventory of Consumable Medical Products (Note 8)	\$0	\$6,000	As incurred	As incurred	Approved suppliers
Computer System (Note 9)	\$4,000	\$6,000	As incurred	As incurred	Approved suppliers
Medical Practice Software (Note 10)	\$0	\$5,500	As incurred	As incurred	Approved suppliers
Initial Training Fee (Note 11)	\$500	\$500	Lump sum	Prior to initial training	Us
Training Expenses (Note 11)	\$3,000	\$6,000	As incurred	As incurred	Approved vendors
Optional Grand Opening Support Fee, Expenses (Note 11)	\$0	\$7,500	As incurred	As incurred	Us
Fees Paid for Medical Training; Medical Association Fees (Note 12)	\$4,000	\$20,850	As incurred	As incurred	Approved Medical Agencies and Vendors
Medical Training Expenses (Note 12)	\$8,000	\$22,000	As incurred	As incurred	Any vendor
Grand Opening (Note 13)	\$2,000	\$3,000	As incurred	As incurred	Approved vendors
Digital Marketing Fee and Set-Up Fee (Note 14)	\$5,250	\$5,250	As incurred	As incurred	Us or Designated Vendor
Insurance (Note 15)	\$2,000	\$5,000	As incurred	As incurred	Insurance agents
Staff Costs (Note 16)	\$20,000	\$60,000	As incurred	As incurred	Professional staff
Additional Funds – Three Months (Note 17)	\$55,000	\$75,000	As incurred	As incurred	Third parties and us
<b>Total Estimated Initial Investment</b> (Note 18)	\$224,575	\$410,496			

Note 1. Type of Expenditure. Unless otherwise stated in Item 5, all fees payable to us are uniform, payable in one lump sum, and nonrefundable. Fees due to third parties will be determined by your agreement with those third parties. Unless otherwise stated in the chart above or the footnotes below, these are the fees payable by both DCO Models and MSO Models. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).

Note 2. Initial Franchise Fee. The IFF is described in Item 5.



Note 3. Rent. The Franchised Location must be approved by us. There is no requirement to purchase real estate. We will not lease space and then sublease it to you. The Franchised Location may be in a medical building, strip mall, free-standing building, or other medical facility. A Clinic location will typically be located in an already-existing medical office that ranges in size between 850 square feet and 2,500 square feet. Your actual rent will vary based on the city, county, or state in which space is located, the availability of adequate space, competition for the space, and other factors, and your costs may be significantly higher. Under the MSO Model, the Franchisee will lease the Clinic space and sublease or license it to the Medical Professional. As a result, the rent should be within the same range as it would be under the DCO Model, as reflected in this estimate. Suitable management office space for the MSO Model is typically included as part of the Clinic footprint, so a Franchisee under the MSO Model does not need to lease separate space. The estimates in the table are based on rent payments for three months.

Note 4. Utility Deposits. The low estimate assumes that your utility providers do not require a deposit due to your creditworthiness or status as an existing customer of these utility companies. The high estimate assumes that your utility providers require a deposit.

Note 5. Architect and Design. The Franchised Location may need remodeling to meet our standards. Your expenses will vary depending on whether the Franchised Location was previously used as a healthcare facility, whether the landlord offers to reimburse any improvement costs, the amount of any local, state, or other fees, taxes, and other factors. We must approve the Franchised Location and approve any construction or improvements in writing. Leasehold-improvement costs will vary based on your city or state, the availability and location of adequate space, and other factors. Under the MSO Model, the Franchisee will lease the space and then sublease or license it to the Medical Professional, and Franchisee will be responsible for any leasehold improvements. We will supply you with generic plans for the layout of the Clinic, and you will hire an architect, designer, or similar professional to conform these plans to the Clinic's footprint. The cost of such professionals will vary based upon the city and state of the Franchised Location, availability of professionals with the required expertise, and other factors.

Note 6. Bookkeeping Services. You are required to work with our approved bookkeeping service. The bookkeeping service will, at a minimum, work with you to set up your books and help with revenue statements, bank reconciliation, and the calculation of Royalties and other fees due to us. The low number represents three months of fees at \$500 per month for the minimum service, and the high number represents this fee at an additional amount per month for the purchase of additional services such as data input. Your cost will depend on the size of your Clinic or MSO, the amount of bookkeeping you complete on your own, and other factors. The approved vendor may increase their monthly fee at any time. We have no control over this and cannot provide such information or costs here.

Note 7. Medical, Exam Room, Laboratory Equipment; FF&E and Signage. You must purchase all medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment (together, the "Medical Equipment") only from our approved vendor(s). The low range represents such purchases for Clinics that may have fewer exam rooms and less laboratory equipment, and the high range represents the needs of a larger Clinic. The cost of such medical equipment varies depending on your location in the country, the availability of equipment, shipping and handling, and other variables over which we have no control. You may spend substantially more. We may add to, subtract from (and then reinsert), or change the mix of required Medical Equipment at any time. You will be given at least 60 days' written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

In addition to the Medical Equipment, you will need other furniture, fixtures, and equipment to operate the Clinic, including waiting room tables, couches and chairs, an intake front counter, a voice-over-



internet-protocol (VoIP) phone system, and miscellaneous office equipment (“Clinic FF&E”). These figures are based on estimates only, and your actual costs could be significantly greater. We may add to, subtract from (and then reinsert), or change the mix of required Clinic FF&E at any time. You will be given at least 60 days’ written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

Under the DCO Model, Franchisee will purchase the Medical Equipment (described above) and the Clinic FF&E (described above). Under the MSO Model, the Medical Professional will purchase the Medical Equipment, and the Franchisee will purchase the Clinic FF&E and lease it back to the Medical Professional. If the Medical Professional purchases the Medical Equipment directly, the MSO Model Franchisee may offer a loan to the Clinic for the amounts listed in this estimate.

Note 8. Initial Inventory of Consumable Medical Products. You are required to purchase your initial inventory of consumable products (including personal protection equipment (PPE), dressings, syringes, and similar single-use products) only from our approved vendor(s). Your costs will vary depending on your Clinic’s size, the availability of the products from approved vendors, shipping, and other variables over which we have no control.

Under the DCO Model, Franchisee will purchase consumable medical products. Under the MSO Model, the Franchisee will not purchase consumable medical products. Those are purchased only by and through the Medical Professional, and the MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

Note 9. Computer System. You must purchase the computer hardware and software we designate (together, the “Computer System”) (Item 11). Medical Professionals and some staff members will have desktop or laptop Computer Systems that they use exclusively. You will also need at least one Computer System for the front intake desk and the back office. The Clinic’s administrator will use the Computer System in the back office to deliver the non-medical business management services. Each Computer System must be loaded with the online version of Microsoft Office 365 Business Standard at \$150 per year. The Computer System for the administrator must also access the online version of QuickBooks Online Plus at \$480 per year. The low number represents the purchase of laptop computers for one Medical Professional, one medical staff person, and the Clinic’s administrator, plus \$450 for three Microsoft Office licenses and \$480 for one QuickBooks Online Plus license. The high number represents the same purchases for three Medical Professionals, one medical staff member, and the Back Office Administrator), with five Microsoft licenses for \$750 and one \$480 QuickBooks Online Plus license (which licenses total \$1,230). You may have some or all of this equipment. If you do not, each Computer System’s hardware could cost \$1,000 or more per unit, plus the licenses described above.

Under the MSO Model, Franchisee will directly purchase and lease back to the Medical Professional the Computer Systems (described above).

Note 10. Medical Practice Software. You must obtain a license from our approved vendor for the “Medical Practice Software.” This software contains modules allowing the input of Patient notes, the ability to issue prescriptions electronically, and similar applications that allow the Medical Professional to operate in the Clinic. Each Medical Professional is charged our vendor’s then-current fee (now \$500 monthly). The low range represents three months’ fees for a Clinic with one Medical Professional. The high range represents three months of this fee for a Clinic with three Medical Professionals. Each number also includes a \$1,000 per Medical Professional setup fee charged by our approved vendor.

Under the DCO Model, Franchisee will purchase the Medical Practice Software. Under the MSO Model, the Franchisee will not purchase the Medical Practice Software. The Medical Practice Software



can be purchased only by and through the Medical Professional, and MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

Note 11. Training and Grand Opening Support Fees and Expenses. We can provide training virtually via a self-paced LMS, live video, and/or in person at one of our designated training sites in California, Texas, Florida and Colorado (including two in-person shadow days at one of these sites). We provide Initial Training for an Initial Training Fee of \$500 for up to seven attendees provided that all individuals attend the same Initial Training program. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Initial Training program attendees (this estimate assumes expenses for two in-person shadow days for up to seven people). If additional Initial Training is required, or more people must be trained, an additional Initial Training fee will be assessed. We are not required to provide Initial Training for any additional Gameday franchised business granted to you after you receive Initial Training for your first Gameday franchised business; however, we may require you to attend Initial Training for such subsequent franchises in our discretion and you will be responsible for paying the then-current Initial Training Fee and travel-related expenses. If you request optional Grand Opening Support and we approve your request, on or around the first two days after you open for business, we will provide one trainer who will travel to your Franchised Location to provide Grand Opening Support. You will pay us a \$4,500 Grand Opening Support Fee for a trainer and all expenses associated with travel including but not limited to lodging, meals, and transportation expenses. We estimate that the expenses will be equal to up to \$3,000. Grand Opening Support is optional, and we are not obligated to approve your request for Grand Opening Support. The low range for the Grand Opening Support Fee and expenses estimate assumes you do not receive Grand Opening Support.

Note 12. Fees Paid for Medical Training; Medical Association Fees; Medical Training Expenses. Prior to opening your Clinic, each of the Clinic's Medical Professionals and Clinic Director (the "Medical Team") must complete our then-current required medical training (the "Medical Training"), discussed in Item 11 below. Depending on the experience of these individuals, they may require more or less Medical Training. The low amounts for these estimates assume that we consider the Medical Team individuals' experience upon entering the System to be significant, and that they are not required to complete the majority of our medical training, and that some of the training and association fees are paid over the first year, as may be permitted by some suppliers and associations. The high amounts include medical training expenses, and are based on our current negotiated rates with our approved medical training suppliers if we determine that Medical Team individuals need the Medical Training. The high amounts also assume you choose all the medical training and association membership options and the associated fees are pre-paid prior to opening. See Item 11 for more information regarding Medical Training.

Under the DCO Model, the Franchisee will pay for these fees. Under the MSO Model, the Franchisee will not pay for these fees, and they will be paid for by and through the Medical Professional, and the MSO Model Franchisee may offer a loan to the Clinic for such amounts. The Medical Training will occur online and/or at locations we designate in California, Texas, Florida, or Colorado. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Medical Training program attendees.

Note 13. Grand Opening. Franchisee must conduct a grand opening advertising and promotional program for the Clinic. This estimate is approximate. Your costs may vary depending on the size and location of the Clinic and other factors. Under the MSO Model, Franchisee may elect to charge the Medical Professional for the same.

Note 14. Digital Marketing Fee. Currently, you must work with us or our designee to help advertise the Clinic ("Digital Marketing" See Item 11). "Digital Marketing" includes custom microsite development



and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. The Digital Marketing Fee will be paid to us or our designee. This figure represents the first three months of the Digital Marketing Fee, which is currently \$1,250 per month per Clinic for up to three Clinics, and \$500 per month per Clinic for Clinics 4 to 6. If you operate more than six Clinics, you will not pay the Digital Marketing Fee for these additional Clinics.

Note 15. Insurance. This is an estimate for the first three months of premiums for the required insurance identified in Item 8. Your cost for insurance will vary depending upon the location of the Clinic, your claims-made history with prior or current insurers, and the competition for your insurance business and other factors. This estimate includes the malpractice and similar insurance for the Medical Professional for the DCO Model. This estimate excludes the malpractice and similar insurance for the Medical Professional for the MSO Model. Under the MSO Model, the Medical Professional (and not the MSO Model Franchisee) is responsible for obtaining his/her own malpractice insurance, and that represents the lower range of fees.

Note 16. Staff Costs. To properly operate the Clinic, the Clinic must hire Medical Professionals and similar highly trained staff members, including nurse practitioners, registered nurses, medical assistants, and physician's assistants. In addition, you will have expenses for non-Medical Professionals such as a receptionist and other clerical staff. The monthly fees and salaries for such staff will vary depending on the number of staff members you hire, the availability of properly credentialed persons, your location in the country, competition for such personnel, and other variables over which we have no control. The estimates in the table are based on staff costs for three months.

Under the MSO Model, the Franchisee does not hire any medical staff for the Clinic as medical staff will operate only under the control of the Medical Professional. The staff and employees of the Franchisee under the MSO Model will only be those persons that you choose to hire to help in the management of the non-medical management services. An MSO Model Franchisee may offer a loan to the Clinic for the payment of medical staff costs. The low range is for an MSO Model which does not offer a loan to the Clinic for paying salary for medical staff. The high range represents three months' salary for three Medical professionals and four staff members.

Note 17. Additional Funds – 3 Mos. This estimate is for other pre-opening costs and your first three months of necessary operating capital and ongoing fees, such as the Technology Maintenance Fee and Digital Marketing Fee, Medical Training Fees, medical support fees and medical association fees, and includes fees for professional services, such as hiring a lawyer, accountant or other professional to advise you. The estimate does not include payroll or an owner's salary or draw. Your need for these funds will vary by (i) your geographic location, (ii) your Clinic's methods and practices, (iii) your management skills, experience, and business acumen, (iv) the availability of and effectiveness of your staff, (v) local and national economic conditions, (vi) the market for your products and services, (vii) your non-Medical Professional employees' wages (paid both before you open and for the three months after opening), (viii) competition, (ix) Medical Training fees, medical support fees, and medical association fees (including any fees paid under a payment plan) paid during the initial three months following opening; (x) additional training fees and expenses for replacement or additional trainees; and (xi) sales that you realize during this initial period. Our estimates are based on our experience, the experience of our parent, our affiliates, and our current requirements for Gameday Men's Health Businesses. These figures are estimates only, and we cannot guarantee that you will not have additional expenses in your operations.

Note 18. Total Estimated Initial Investment. To compile these estimates, for the MSO Model, we have relied upon the experience of our GHP Affiliate and Gameday Parent who have been in the industry



and the research we did on the DCO Model; and for the DCO Model, we relied upon the experience of our GHP Affiliate and Gameday Parent which helped to build out and then deliver management services to their Clinics that are substantially similar to Franchisees under the MSO Model will open. You should carefully review these figures with your business advisors before making any decisions.

We do not offer direct or indirect financing for any part of your initial investment or any other items.

### Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Development Fee for up to two Clinics <sup>(1)</sup>	\$91,500	\$91,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Three Clinics <sup>(1)</sup>	\$129,500	\$129,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Four Clinics <sup>(1)</sup>	\$165,500	\$165,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Five Clinics <sup>(1)</sup>	\$199,500	\$199,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Six Clinics <sup>(1)</sup>	\$231,500	\$231,500	Lump Sum	When you sign the Franchise Agreement	Us
Initial Investment for First Clinic <sup>(2)</sup>	\$175,075	\$360,996			
Initial Investment for Each Additional Clinics (2-3) <sup>(2)</sup>	\$175,075	\$360,996			
Initial Investment for Each Additional Clinic (4 to 6) <sup>(2)</sup>	\$172,825	\$358,746			
TOTAL ESTIMATED INITIAL INVESTMENT FOR TWO CLINICS <sup>(3)</sup>	\$441,650	\$813,492			
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE CLINICS <sup>(3)</sup>	\$654,725	\$1,212,488			



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FOUR CLINICS <sup>(3)</sup>	\$863,550	\$1,607,234			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FIVE CLINICS <sup>(3)</sup>	\$1,070,375	\$1,999,980			
TOTAL ESTIMATED INITIAL INVESTMENT FOR SIX CLINICS <sup>(3)</sup>	\$1,275,200	\$2,390,726			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Clinics under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and nonrefundable under any circumstances once paid. All expenses payable to third parties are nonrefundable, except as you may arrange for deposits and other payments.

1. Development Fee. See Item 5 for more information on the Development Fee. Area Developers must open a minimum of two Clinics.
2. Initial Investment for First Clinic. These are the estimates to start a Clinic as described in the Single Clinic chart above, excluding the Initial Franchise Fee, which is replaced by the Development Fee. The Digital Marketing Fee is reduced for subsequent Clinics if you open between four and six Clinics. Unless otherwise stated in the Single Clinic chart above or its footnotes, the estimates include both the DCO Model and MSO Model. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).
3. Initial Investment for Each Additional Clinic. This includes all fees included in the Initial Investment for the First Clinic, except that the low end does not include the Initial Training Fee and the Digital Marketing Fee decreases to \$500 per month for Clinics 4, 5 and 6.
4. This is an estimate of your initial start-up expenses for operating two to six Clinics as an Area Developer.



## ITEM 8

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

#### **Required Purchases**

You must adhere to the standards and specifications we establish for the operation of the Clinic, including those that describe the Healthcare Services the Clinic will offer, operating procedures, advertising materials, supplies, equipment, computer hardware, software, furnishings, fixtures, and equipment, and specifications for Medical Professionals related to licensure and credentialing. At our discretion, we may modify any standard or specification at any time on a local, regional, or national basis.

The Medical Services Agreement between the Medical Professional and MSO Model franchisee typically allows for the MSO Model franchisee to, in coordination with the Medical Professional and its exercise of professional medical judgment, advise and assist in the procurement of the products and services. The MSA must require the Clinic to offer for sale all of the Healthcare Services and other goods and services specified and/or approved by us. Under the MSA, the Clinic may not offer any products or services not specifically approved by us in writing.

We may communicate our standards and specifications to you when we evaluate your proposed Franchised Location, during training, before you conduct your grand opening advertising, while providing opening assistance, during any periodic visits to your Clinic, or through our confidential operations manual (the “Franchise Operations Manual”), periodic bulletins, handouts, email messages, or other forms of communication we determine. We may periodically modify or issue new standards and specifications by written notice.

We may change, add to, delete (and then reintroduce) Healthcare Services from time to time, and subject to Applicable Law, you will be required to comply with such changes. Unless otherwise stated, the information in this Item 8 applies to both Models.

#### **Required and Approved Suppliers**

You must purchase all Medical Equipment and Clinic FF&E from our designated or approved vendors. You must utilize our designated electronic medical records service providers, pharmacies, and payment processing vendors. We may add to, subtract from, or change the mix of required equipment at any time. You will be given at least 30 days’ written notice before this occurs. Such changes may result in additional costs and fees to you. You must work with us and/or our designee to help with Digital Marketing for your Clinic. You will receive training from us and from our designated provider. We will approve your grand opening, local advertising, and online advertising before placing it in any medium. You are required to work with our approved bookkeeping service. We may change vendors at any time after giving you at least 60 days’ written notice. We are the only supplier for the technology services for which you pay the Technology Startup Fee and Technology Maintenance Fee. We or our affiliates reserve the right to become the designated supplier of proprietary products and certain services, including payroll processing services.

We may require you to purchase Branded Products in the future. If this program is implemented, an approved vendor, Affiliate, or we will be the only supplier.

You will permit us access to the Clinic and management offices for inspections at any reasonable time. During an inspection, we may remove samples of items without payment to you. We may charge you our costs if the inspection determines there is a deficiency.



You must purchase all replacement inventory of consumables, Medical Equipment, Clinic FF&E, communications, customer relationship management services, and lead generation software, and Medical Practice Software only from our approved vendor(s) or otherwise according to our standards and specifications. The purchases may be of new or used equipment, except that all used equipment must be in like-new condition and appropriate for a medical clinic setting. You are required to use our approved vendors for medical training and association fees. Currently, our approved vendors are: Healthy Aging, Pellecome, MedSol, Hormonal Health Institute, Cellular Medicine Association, Gainswave. We currently require you to establish and maintain a merchant account with Priority Payments for payment processing. You must also enroll your administrators in our required Electronic Medical Records (EMR) system, currently priced at \$699 per month per location, and subscribe to QuickBooks Online Plus for accounting, currently priced at \$99 per month (\$1,188 annually).

We may require all franchisees and you to add new Healthcare Services, Branded Products, Medical Equipment, Clinic FF&E equipment or other equipment, or other goods or services to those already offered through your Model. You may incur additional expenses, costs, and fees, some of which may be due to an affiliate, a third party for whom we collect funds, or us. A list of approved products and suppliers is available in the Franchise Operations Manual, or may be provided to you by other written communication. We may amend the list in our discretion.

We reserve the right to change vendors for any of the above at any time, and such change may result in an Affiliate or us being named the sole vendor. We will give you at least 60 days' written notice before making such a change. Any change may result in additional expenses to you. Dr. Miller owns an interest in us (Ream Franchise Group, LLC), the current designated supplier of Digital Marketing services and Digital Marketing procurement services. We may also provide certain communications support to you or procure these services on your behalf. Except as stated above, there are no approved suppliers in which any of our officers owns an interest.

## **Insurance**

### **Insurance for the DCO Model**

Before opening your Clinic, you will purchase and maintain in full force the following insurance coverage:

- a. Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- b. Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than \$500,000 per person and \$1,000,000 per accident and property damage limits of \$50,000 per occurrence;
- c. Medical professional liability insurance that covers all medical practitioners with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- d. Excess liability umbrella coverage for general and automobile liability for not less than \$1,000,000 per occurrence and 2,000,000 in the aggregate;



- e. Employer's liability and worker's compensation insurance with the greater of the minimum state-specific limits or the specific limits we specify;
- f. Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage; and,
- g. Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000.
- h. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

### **Insurance under the MSO Model**

If your franchise relationship is based on the MSO Model, and unless otherwise required by Applicable Law, you will purchase the insurance identified in subsections (a), (b), and (d) through (h) above, and your Medical Professional will purchase the professional liability insurance identified in subsection (c) above. Applicable Law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

All insurance policies (including the Medical Professional's professional liability insurance) must be on "occurrence basis" only. An "occurrence-basis" policy provides coverage for a loss arising before the policy elapses though such claim may be made after the policy elapses. If such coverage is not available in your state, or if your state has other requirements and your policies must be written on a "claims-made" basis, you must purchase and maintain unlimited "extended coverage" (also known as "tail coverage") that will remain effective after the expiration or earlier termination of the insurance or the Franchise Agreement. A "claims-made" policy covers losses only if they are made before the policy expires. "Extended coverage" is applicable under the claims-made situation. In that case, the insurer will agree to cover claims that occurred during the insurance term even if the claim is not made until after the term has expired. Extended coverage may come with additional costs to you.

In all cases, your insurance and that of the physicians must name us, our Affiliates, and, if we deem it appropriate, our Affiliates and our officers, directors, equity holders, members, managers, and agents as additional insureds. You should also require your physician to name you and your officers, directors, equity holders, members, managers, and agents as additional insureds.

Should you, for any reason, fail to procure or maintain the insurance required by the Franchise Agreement, as modified from time to time by the Franchise Operations Manual or otherwise in writing, we have the right and authority (but no obligation) to procure such insurance and to charge the same to you, which charges, together with a reasonable fee for our expenses in so acting, will be immediately payable to us. Your failure to have the minimum insurance or our decision to purchase any insurance after your failure to do so is a material breach of this Franchise Agreement.

The mix of the above insurance may change under Applicable Law; if so, you must comply. We also reserve the right to change to mix of insurance and the policy limits at any time. If we add new coverage or change limits, you will have 60 days to comply.

Although we require certain insurance coverage and may recommend other policies, we do not guarantee that the required or recommended insurance will be adequate to protect your assets fully. You should consult with an insurance professional to determine what coverage may be needed for you and your Model in addition to the minimum required coverage.



### **Approval of Alternative Suppliers**

You may wish to purchase a required good or service from a supplier we have not previously approved. To obtain our approval, you must submit such information as we may reasonably need to evaluate the prospective supplier. We will evaluate the submitted information and provide written notice of our decision within 30 days. We may grant or deny approval for any reason or no reason at all. We have no other process for approving suppliers other than as stated here. We may charge our then-current fee for this service (Item 6), and such fee may be increased at any time without limitation after we give you 60 days' prior written notice. We will provide you with 60 days' written notice before implementing or increasing this fee. Except as stated here, we do not maintain written criteria for approving suppliers. We may revoke our supplier approval if we determine in good faith that the supplier no longer meets our then-current quality standards. We will notify you in writing of such a decision.

### **Revenue from Franchisee Purchases**

We received \$1,130,269 in revenue (which represents 9.7% of our total revenue of \$11,601,866) from the sale of required equipment, products, goods, and services (including the Digital Marketing Fee) to franchisees as of December 31, 2024. Our Affiliates did not generate revenue from franchisee's required purchase but reserve the right to do so in the future.

For both Models, the cost of purchases and the leasing of goods and equipment obtained in accordance with our specifications will represent approximately 70% to 90% of your total purchases for the establishment of your Clinic and approximately 30% of your total purchases during the operation of your Clinic.

We receive rebates from certain suppliers that range from 1% to 4% of the total cost of systemwide purchases. We currently do not have purchasing cooperatives. We may develop regional purchasing or distribution cooperatives in your area in the future.

We have negotiated prices with our suppliers for the benefit of franchisees and will continue to do so in the future. You may receive rebates directly from such suppliers. We have no control over if, when, and in what amount such rebates may be. Further, the supplier may withdraw such rebate support at any time without our or your permission. We do not provide or withhold material benefits (including renewal rights or the right to open additional Clinics) based on whether you purchase through our designated or approved suppliers. However, if you purchase any goods, items, or services from a supplier we have not approved or if you provide goods or services we have not approved, we have the right to terminate your Franchise Agreement.

## **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 Franchise Agreement (“FA”)/Area Development Agreement (“ADA”)</b>	<b>Item in Disclosure Document</b>
(a) Site selection and acquisition/lease	FA: Article 2 ADA: Section 6	Items 7 and 11
(b) Pre-opening purchase/leases	FA: Article 2 ADA: Not Applicable	Item 8
(c) Site development and other pre-opening requirements	FA: Article 2 ADA: Section 7	Items 6, 7, and 11
(d) Initial and ongoing training	FA: Article 7 ADA: Not Applicable	Item 11
(e) Opening	FA: Article 2 ADA: Section 5	Item 11
(f) Fees	FA: Article 3 ADA: Section 3	Items 5, 6, and 7
(g) Compliance with standards and policies/operations manual	FA: Articles 6 and 8 ADA: Section 12	Item 11
(h) Trademarks and proprietary information	FA: Article 6 ADA: Section 1	Items 13 and 14
(i) Restrictions on products/services offered	FA: Articles 1 and 8 ADA: Not Applicable	Items 11 and 16
(j) Warranty and customer service requirements	FA: Article 8 ADA: Not Applicable	Item 16
(k) Territorial development and sales quotas	FA: Not Applicable ADA: Section 5	Item 12
(l) On-going product/service purchases	FA: Article 8 ADA: Not Applicable	Item 8
(m) Maintenance, appearance, and remodeling requirements	FA: Articles 2 and 8 ADA: Not Applicable	Item 11
(n) Insurance	FA: Article 17 ADA: Not Applicable	Items 7 and 8
(o) Advertising	FA: Article 3 ADA: Not Applicable	Items 6, 7, and 11
(p) Indemnification	FA: Article 14 ADA: Section 13	Item 6
(q) Owner’s participation/management/staffing	FA: Article 8 ADA: Section 12	Items 11 and 15
(r) Records and reports	FA: Article 3 ADA: Not Applicable	Item 11
(s) Inspections and audits	FA: Articles 3 and 8 ADA: Not Applicable	Item 6
(t) Transfer	FA: Article 9 ADA: Section 9	Item 17
(u) Renewal	FA: Article 4 ADA: Section 2	Item 17
(v) Post-termination obligations	FA: Article 15 ADA: Section 8	Item 17
(w) Non-competition covenants	FA: Article 15 ADA: Section 2	Item 17
(x) Dispute resolution	FA: Article 16 ADA: Section 17	Item 17
(y) Other:	FA: None ADA: Not Applicable	Not Applicable



**ITEM 10**  
**FINANCING**

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

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

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

Unless otherwise stated, the disclosures in this Item 11 apply to both Models.

**Pre-Opening Assistance**

Before you open either Model, we (or our designee) will:

- a. Assist you in selecting the Franchised Location. Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing an area where the Franchised Location must be located, written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, demographics, access, and similar items) and reviewing the information you provide. You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We will have 30 days to review your submittal. If we do not approve your first proposed site, you will have 60 more days to find another site and submit it to us for approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement. We do not generally own the premises and lease them to you. (Franchise Agreement, Article 2 and Article 5).
- b. Review the lease for the Franchised Location to ensure that its terms contain our required provisions and otherwise meet our minimum standards. We may terminate the Franchise Agreement if you and we cannot agree on an acceptable location for your Clinic. (Franchise Agreement, Article 2 and Article 5).
- c. Loan you one copy of the Franchise Operations Manual though it will always remain our property. It is part of the System and contains our confidential, proprietary, and trade secret information. Exhibit C to this disclosure document shows the Franchise Operations Manual's Table of Contents. The Franchise Operations Manual contains approximately 264 pages. The Franchise Operations Manual may be delivered to you in writing, made available to you online, or provided in another manner in our discretion. (Franchise Agreement Article 5).
- d. Designate your Exclusive Territory. (Franchise Agreement, Article 2 and Article 5).
- e. Furnish mandatory design specifications and layout criteria for the Franchised Location. We do not assist you in conforming the premises to local ordinance and building codes nor do we assist you in obtaining any required permits. We do not assist you in remodeling or decorating your Franchised Location. (Franchise Agreement, Article 2 and Article 5).



f. Furnish written specifications for the Medical Equipment, Clinic FF&E, the Computer Systems, and all other goods and services necessary to begin your Model's operation. (Franchise Agreement, Article 2 and Article 5).

g. Offer training as more specifically set forth below. (Franchise Agreement, Article 7).

h. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee. (Franchise Agreement, Articles 2 and 5).

i. Provide you with the information necessary to allow you to work with our approved bookkeeping service. (Franchise Agreement, Articles 3 and 5).

j. Provide you with our general criteria for Medical Professionals, who must be properly licensed and credentialed. (Franchise Agreement, Article 5).

### **Post-Opening Assistance**

After opening either Model, we (or our designee) may:

a. Modify, update, or change the System, including (i) changes to the Healthcare Services offered at the Clinic; (ii) the adoption and use of new or modified lists of authorized and approved suppliers, trade names, trademarks, service marks, or copyrighted materials, (iii) changes to the Franchise Operations Manual; and (iv) authorize new Healthcare Services, products, services, and the like. (Franchise Agreement, Article 5).

b. Help you coordinate your grand opening activities, and if you have requested it and we have agreed, provide Grand Opening Support on or around the first two days after you open for business. (Franchise Agreement, Articles 3 and 5).

c. Collect and administer the Brand Development Fees. (Franchise Agreement, Articles 3 and 5).

d. Provide feedback from our right to access certain information from your Computer System. (Franchise Agreement, Article 5).

e. Periodically advise or offer guidance about matters concerning your Clinic's operations. (Franchise Agreement, Article 5 and Article 8).

f. Conduct quality control visits (both announced and unannounced) and use a "secret shopper" program. (Franchise Agreement, Article 8).

g. Offer additional training, some of which may be mandatory. See this Item 11 at Training. (Franchise Agreement, Article 7).

h. At such time in the future, as we deem appropriate, we may hold an Annual Conference during which new ideas and other matters will be discussed. (Franchise Agreement, Article 7).

We do not set minimum or maximum prices for any products, goods, or services, but we may suggest pricing schedules from time to time. We offer no advice concerning the hiring of your employees. Your employees are not our employees; you are solely responsible for their management and control.



### **Optional Assistance**

We may provide you with optional Grand Opening Support if you request it and we grant your request. You will pay the associated Grand Opening Support Fee and reimburse us for our expenses (Item 5). We may also provide you with additional training and support on an as-needed basis as you request. You may be required to pay the associated Optional Additional Training or Assistance Fee (Item 6).

### **Opening Schedule**

The typical length of time between signing a Franchise Agreement and opening a Clinic under either Model is three to six months. If you operate a single Clinic, the Clinic must be open and operating within nine months after the "Effective Date" of your Franchise Agreement (the "Opening Deadline"). The "Effective Date" is the date you and we fully execute your Franchise Agreement. We will extend the Opening Deadline for a limited period if factors beyond your reasonable control prevent you from meeting the Opening Deadline and you request an extension of time from us at least 15 days before the expiration of the Opening Deadline. Factors that may affect the period you require to open your Clinic include your ability to obtain a lease, the time you spend obtaining financing, weather conditions, and shortages of or delays in obtaining equipment, fixtures, signage, or other required materials, and your ability to enter into an MSA acceptable to us with a Medical Professional (if you operate the MSO Model). We do not deliver or assist with the installation of any fixtures, furnishings, equipment, signs or other supplies.

If you purchase multiple Clinics under an Area Development Agreement, you must open your Clinics within the timeline described below:

Clinics to be opened under an Area Development Agreement	Opening Deadline
First Clinic	9 months from signing the Area Development Agreement
Second Clinic	20 months from signing the Area Development Agreement
Third Clinic	30 months from signing the Area Development Agreement
Fourth Clinic	40 months from signing the Area Development Agreement
Fifth Clinic	50 months from signing the Area Development Agreement
Sixth Clinic and any additional Clinics	60 months from signing the Area Development Agreement and 10 months thereafter for each additional Clinic beyond the sixth.

The site selection and territory approval process for each Clinic under an Area Development Agreement is the same as that for a single Clinic. Each Clinic will be governed by the then-current Franchise Agreement signed for each location and we will follow the then-current standards for our approval of site and territory selections.

## **Advertising**

### **Grand Opening**

Beginning 15 days before and ending 30 days after the Opening Deadline, you will spend approximately \$2,000 to \$3,000 advertising your Clinic's grand opening. We must approve the grand opening plans and advertising in the same manner as we do "Local Advertising" (see below). The grand opening will occur on a date that is mutually acceptable to both of us.

### **Digital Advertising and Local Advertising**

In addition to the grand opening advertising and brand development fees, you will pay us the then-current Digital Marketing Fee (currently, you will pay \$1,250 per month for your first Clinic, and if you operate multiple Clinics, you will pay \$1,250 per Clinic per month for the second and third additional Clinics that you operate; if you operate more than three Clinics you will pay \$500 per Clinic per month for Clinics 4, 5, and 6. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee). Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee at the same time you submit your first Digital Marketing Fee. The Digital Marketing Fee is currently collected monthly.

In addition to the Digital Marketing Fee, you must spend a minimum of \$2,000 per month on local advertising after you open your Clinic. If you fail to meet your required Local Advertising Requirement on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund.

Currently, your monthly Digital Marketing Fee is paid to us to provide and procure Digital Marketing for your Clinic, beginning three months before your scheduled opening date. We may instead require you to pay all or part of the Digital Marketing Fee to our designated vendor. A Digital Marketing Fee will be due for each Clinic you operate. The Digital Marketing Fee is used to provide or procure Digital Marketing services and associated overhead operating costs and expenses we incur. We may use your Digital Marketing Fee for Digital Marketing both within and outside of your Exclusive Territory, but your Digital Marketing Fee payments will only be used for Digital Marketing for your Clinic at this time. However, in the future, we may increase your Digital Marketing Fee as described above, and may also change the mix of Digital Marketing Services to include other Local Marketing services (including regional advertising programs as described below).

If we assign our right to provide Digital Marketing and collect any portion of the Digital Marketing Fee to any third party ("DM Vendor"), subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access to the DM Vendor's records to audit your use of the Marks and any other purpose. There are no contractual limitations on our right to access this information. We reserve the right to designate or change DM Vendors; bring such services in-house; suspend (and then reinstate) or terminate (and then reinstate) the Digital Marketing program at any time and implement an alternative marketing program or make any other changes we deem appropriate after giving you at least 60 days' written notice. Any Local Advertising is subject to our policies. For grand opening advertising, Local Advertising, or any additional advertising that you place, we must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 15 days to review it and provide comments (if any). The proposed advertising materials are approved if we do not deliver the written notice to you of our approval or disapproval within that time. In our sole discretion, we



may revoke our approval of any advertising materials at any time. Your Digital Marketing Fee may be used in the Regional Advertising Program, as described below.

If you wish to conduct additional Local Advertising online, you must follow our online policy, which is contained in our Franchise Operations Manual. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page. Subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will monitor any online content and access your records to audit your use of the Marks and any other purpose.

You cannot use a derivative of the [www.gamedaymenshealth.com](http://www.gamedaymenshealth.com) or acquire any uniform resource locator (URL) that may be construed to represent your Clinic, Ream Franchise Group, LLC, or Gameday Men's Health without our approval that will be granted or denied for any reason or no reason.

### **Telehealth Marketing Fee**

You must pay us a monthly Telehealth Marketing Fee of \$1,250 which we pass through directly to our designated third-party advertising vendor for telehealth marketing services.

### **Brand Development Account and Regional Advertising Program**

The Brand Development Account is for marketing, developing, and promoting the Gameday System, the Marks and Franchises. You must pay 2% of your monthly Gross Revenue ("Brand Development Fee") in the "Brand Development Account." We reserve the right to increase the Brand Development Fee upon 60 days' written notice, but we will not increase the Brand Development Fee to more than 3% of your Gross Revenue during the initial term of your Franchise Agreement. If you operate in a state that does not permit the collection of percentage-based fees, we may implement an alternative fee. The alternative flat fee can be equal to up to \$2,000 per month. Your Brand Development Fee will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Development Account, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Clinics owned by us are not required to contribute to the Brand Development Account on the same basis as franchisees, which may also differ based on when each Clinics owned by us opened for business.

The Brand Development Account will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Development Account will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Development Account will be utilized. We may use the Brand Development Account for local, regional, or national marketing, or any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Gameday brand. For example, we may use the Brand Development Account for: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix)



changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for Brand Development Fees; (xii) preparing and distributing financial accountings of the Brand Development Account; (xiii) conducting quality assurance programs and other reputation management functions; (xiv) local consumer marketing specifically intended to drive traffic to one or more locations, whether opened by us or a franchisee; and (xv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities. We may use national and/or regional advertising agencies as the source for our advertising materials, or we may prepare them in-house.

We do not guarantee that advertising expenditures from the Brand Development Account will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We may use the Brand Development Fees for soliciting for the sale of Franchises in amounts and via methods we determine, in our sole discretion, are necessary or appropriate.

The Brand Development Fee is strictly for advertising and promotional purposes and is not intended to induce or reward referrals for services that may be payable by any federal or state healthcare program. The Brand Development Fee will not be used in any manner that could be construed as a kickback, bribe, or other illegal payment. We will maintain records of all expenditures from the Brand Development Fund to ensure compliance with all applicable federal and state laws, including the Anti-Kickback Statute, the Stark Law, and state fee-splitting laws.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Development Account or to maintain, direct or administer the Brand Development Account. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Development Account on any terms we deem reasonable.

The Brand Development Account is not audited. Upon your written request, we will make available an annual accounting for the Brand Development Account that shows how the Brand Development Account proceeds have been spent for the previous year. During our fiscal year ended December 31, 2024, we collected Brand Fund Contributions of \$523,504.37, which was spent as follows: 24% on production and 76% on media placement.

Upon 30 days prior written notice to you, we may allocate all or a portion of the Brand Development Fees or Digital Marketing Fees to a regional advertising program (a "Regional Advertising Program") for the benefit of Clinics located within a designated geographic territory. We will define the territories and require all franchisees and company-owned Models within such territories to contribute. We will control and administer Regional Programs, though we reserve the right to transfer such control to the participants in the Regional Advertising Program. There will be no written governing documents. We will prepare unaudited annual financial statements for each Regional Advertising Program. Upon your prior written request, we will make such unaudited annual financial statements available no later than 120 days after the end of each calendar year. Franchisees in each Regional Advertising Program will contribute an amount to the cooperative for each Clinic that the franchisee owns that exists within any cooperative's geographic area; provided that you will not be required to pay more than the Local Advertising Requirement (provided that your contribution to the Regional Advertising Program will be credited towards your Local Advertising Requirement). Each Clinic in the Regional Advertising Program will have one vote in the Regional Advertising Program.



We intend for the Brand Development Fee and Regional Advertising Programs to be continual and perpetual, but we have the right at any time to change, dissolve, merge, suspend, or reinstate the Brand Development Account or Regional Advertising Programs. We will not close the Brand Development Account and will not allow a Regional Advertising Program to close until all contributions and earnings have been used for the purpose for which they were collected or refunded.

There currently is one advertising council and no advertising cooperatives. We selected a group of franchisees from various markets to provide insight into our operations and discuss emerging issues arising in the franchise system. We reserve the right to form additional advertising councils or advertising cooperatives in the future.

### **Computer Requirements**

You must own or purchase a laptop or desktop we require for each Medical Professional, your intake desk, and the back office (“Computer Systems”). They may be of any make or model and may operate under the latest version of the Microsoft or Apple operating system)

You must obtain a license for each Computer System for the online version of Microsoft Office 365 “Business Standard” software suite (including Word and Excel), which currently costs approximately \$12.50 per month (\$150 per year). Under both Models, at least one Computer System must also have a license for QuickBooks Online Plus, which currently costs \$40 per month (\$480 per year). Clinics must also purchase a license for the Medical Practice Software at its then-current fee (now \$500 per month) plus a \$1,000 installation fee. DCO Models will purchase the Medical Practice Software directly, under MSO Models, the Medical Professional will purchase the Medical Practice Software. You agree to install and maintain all hardware and software that we designate on the Computer System that we designate such as accounting software credit card processing and point-of-sale hardware and software, firmware, web technologies or applications, printers, internet connectivity devices and other related accessories and peripheral equipment. You must also pay us the monthly Technology Maintenance Fee of \$250 and a one-time Technology Set-up fee of \$750 described in Item 6.

Both Models may require you to purchase between three and six Computer Systems for approximately \$4,000 to \$6,000, plus the above software. You will also configure each Computer System with sufficient antivirus software and must comply with Applicable Laws relating to Patient and Clinic information protection. You must maintain each Computer System as often as necessary to keep it operational, which could cost \$100 to \$500 per Computer System per year. We may require you to update one or more Computer Systems every five years, when you are awarded successor franchise rights, or are permitted to transfer your franchise rights. This could cost \$1,000 or more per Computer System. You are not currently required to purchase a Computer System maintenance contract. We have no criteria for this and no formula for estimating such costs and cannot provide an estimate.

You must maintain high-speed Internet access to each Computer System station and use your best efforts to keep all equipment connected, powered on, and in good working order to ensure our access to the information and data regarding your Clinic.

Technology changes are dynamic and not predictable during the term of the Franchise Agreement. To provide for changes to technological needs and opportunities, we will have the right to establish, in writing, reasonable new standards for implementing technology in the System. You will comply with any new standards and pay any fees associated with them.

Subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access at any time we deem



appropriate to all business-related information generated and stored in your Computer Systems, including read-only access to your QuickBooks Online account. In our discretion, we will make available certain aggregate data (without identifying the name of any franchisee or its location) that may be used for any purpose allowed by Applicable Law. We may also use your data for internal communications and reporting and may disclose the name of the franchise and/or location internally to other System franchisees and affiliates. Except as stated here, there are no contractual limitations on our right to access this information.

### **Franchised Location Selection and Lease**

Under both Models, if we have not approved a Franchised Location before you sign your Franchise Agreement, you and we will identify a “Designated Area” within which to search for your Franchised Location. A Designated Area may be defined by geographic boundaries such as streets, rivers, mountains, or similar physical limitations, by political boundaries including city, county, and state lines, ZIP codes, or other measurements. We may change the method of designing a Designated Area at any time. We do not now own the property to be leased or subleased to you.

Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, competition, demographics, access, and similar items) and reviewing the information you provide. We base our approval of the proposed location using this information.

You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We will have 30 days to review your submittal. If we do not approve your first proposed site, you will have 60 more days to find another site and submit it to us for approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement (but all restrictive and other covenants of your Franchise Agreement that must survive termination to remain enforceable will survive), and we will retain all fees. We have no particular expertise in identifying or approving location sites for Franchised Locations.

After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have the option to require the lease be assigned to us by a collateral assignment agreement (Exhibit 4 to the Franchise Agreement) or contain the following terms and conditions:

- a. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord’s consent; and,
- b. The landlord must provide written notice to us when it gives you notice of any default by you under the lease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.
- c. Under the MSO Model, your lease must allow for the subleasing of the space to the Medical Professional.

Once the lease is approved and signed, subject to Applicable Law, you will license the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that the Medical Professional’s subletting maintains the separation between the Medical Professional’s ownership of the medical practice and your right to deliver the MSO Services.



Once the lease is secured, your Franchised Location will be identified in Exhibit 2 of the Franchise Agreement.

Under both Models, you must obtain all licenses, permits, and certifications required for the lawful construction and operation of the Clinic, including zoning, access, parking, and sign permits. You will also obtain all health, life safety, and other permits and licenses required for the proper operation of the Model. You will certify that all such permits and licenses have been obtained before the Opening Deadline. If you cannot obtain all permits necessary to operate the Model, we have the right to terminate the Franchise Agreement, though all covenants that must survive termination to remain enforceable will survive and remain enforceable. There will be no refunds.

We do not assist with conforming the premises to local ordinances and building codes or obtaining any required permits. We do not assist in constructing, remodeling, or decorating the Franchised Location. We do not train non-management employees.

### **Maintenance and Renovations of Franchised Location**

You may be required to “Renovate” the Clinic under either Model no more often than once every five years during the initial term. A Renovation may also be required if you are awarded “Successor Franchise Rights,” at every five years during each “Successor Term” (as each term is defined in Item 17(b) below) and if you are granted the right to transfer your rights under the Franchise Agreement. Renovations may include upgrades to or replacing anything in the Clinic, including interior and exterior decor, Medical Equipment, Clinic FF&E, other furniture, fixtures and equipment, and any other component we designate.

General maintenance of the Clinic and the management offices as applicable, including repainting, replacing worn Medical Equipment, furniture, fixtures and equipment, cleaning, and the like, is not a Renovation and is required as often as necessary to maintain a clean, safe, and attractive Clinic.

### **Initial Training**

For your first Gameday Men’s Health Business that you open, your Principal Operator, you, your Designated Manager and other non-medical staff that we designate, must satisfactorily complete our Initial Training program before you open. You will pay a \$500 Initial Training Fee, which will include the initial training program for up to seven attendees. If you would like to have additional persons attend training, you will pay us our then-current additional training fee. Initial Training may be conducted via a virtual LMS and/or in-person at one of our approved, designated training sites in California, Texas, Florida, Colorado or at an alternative location we determine. Initial Training typically takes place approximately two weeks prior to the scheduled opening of your Gameday Men’s Health Business.

Initial Training will generally be done through an online, self-paced set of modules (“Virtual Training”) in addition to two in-person shadow days at one of our designated training sites (“Shadow Days”). We will use the Franchise Operations Manual and online software as the primary instruction materials during the Initial Training program. We reserve the right to waive a portion of Initial Training or alter the training schedule at our discretion. You will pay for all transportation and expenses incurred during Initial Training.

If you or your designated trainees fail to complete Initial Training to our satisfaction, we have the right to terminate your Franchise Agreement, though all covenants that are required to survive termination of the Franchise Agreement will survive.



We will only provide Shadow Days to replacement or additional trainees during the first year following the opening of your Gameday Men’s Health Business, as outlined below.

If you replace or hire an additional Designated Manager, Principal Operator or other required trainee during the first 90 days following the opening of your Gameday Men’s Health Business, the Designated Manager, Principal Operator or other required trainee must attend the complete Initial Training program (currently, the Shadow Days and the Virtual Training).

If you replace or hire an additional Designated Manager, Principal Operator or other required trainees after the first 90 days that your Gameday Men’s Health Business is open, but within the first year, you will have the option to have your additional or replacement Designated Manager, Principal Operator or other required trainees attend the Initial Training program.

If your Gameday Men’s Health Business has been open for more than one year, we will not offer Shadow Days to replacement or additional trainees; however, these trainees will have the option to complete the Virtual Training.

We reserve the right to charge our then-current additional training fee for replacement or additional trainees, currently \$200 per person, per day for each Shadow Day. You will also pay for any transportation and expenses incurred while attending Shadow Days or other in-person training. We do not charge a fee for the Virtual Training for replacement or additional trainees. The availability of this training is subject to space considerations and prior commitments to other franchisees.

If you propose selling or transferring your Model or any interest in your franchise rights, part of our approval process requires the transferee to attend Initial Training and pay the then-current Additional Personnel and Transferee Training Fee (\$2,500 per person for transferee trainees). (Item 6).

Initial Training consists of the following:

### TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On-the-Job Training	Location
Classroom Core 4	4 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
Classroom Clinic Roles	6 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
Clinic Shadow Day(s)	0	8 - 16	Currently, at a location in California, Colorado, Texas, Florida or another location we designate.
Vendor Relations, Marketing and Coaching Classroom	3 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
<b>Total</b>	<b>13 - 24</b>	<b>8 - 16</b>	

\*Some or all of Classroom may be virtual.



Stephen Mercurio will direct and implement the Initial Training Program and supervise our trainers. He has served as our Chief Operating Officer since December 2023 and has worked in the industry since January 2019. The trainers will be various individuals employed by us or our affiliates. All trainers will have at least one year of experience in the subject(s) they are training you in. In the future, other persons who are active in our business’s operations and administrative side may assist with Initial Training. As we have not identified such personnel, we cannot now provide their experience or other information.

**Additional Training**

We may provide additional training at our discretion, and some of this training may be mandatory. Additional training can take place at any time and may include in-person training at your location, our location, or online. We will notify you of additional training and the requisite fee. You will pay our then-current Optional Additional Training or Assistance Fee, currently \$950 per trainee per day plus an additional \$950 per day for any additional trainers, if you request additional operating assistance, and we agree to provide it. (Item 6). From time to time, we may provide bulletins, brochures, manuals, and reports regarding new developments, techniques, and improvements in Healthcare Services delivered to Patients and your Model’s operation. In addition to participating in ongoing training, you will be required to attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees. Our training is not intended to provide continuing education to a Medical Professional or other staff members.

**Medical Training**

In addition to the initial training program, all individuals who are part of the Medical Team who will administer, when clinically appropriate, Healthcare Services at the Clinic, must participate in Medical Training for the specific Healthcare Service, which is provided by our approved training vendors (currently, Pellecome, MedSol, Colaborate, Hormonal Health Institute, Cellular Medicine Association, Gainswave, Healthy Aging and other designated medical providers).

Currently, these are the medical training and ongoing support fees and medical association fees and approved vendors for the first year:

<b>Approved Vendor</b>	<b>Fees</b>
Healthy Aging or other designated medical entities – general medical training	\$2,000 for training your Medical Team
Pellecome- hormone pellet training and support	\$1,750 for training; \$1,578 for annual support fee
Colaborate*	\$9,600 if paid annually, \$11,100 for monthly installments and quarterly is \$10,800
MedSol*– training and support for obtaining and complying with lab license	\$11,000 for annual training and support
Hormonal Health Institute – training for hormonal treatments	\$1,000 per member of Medical Team for initial training
Cellular Medicine Association – training, support and trademark license for P-shot	\$997 for training, \$97 per month for ongoing support and license
Gainswave- training, support and trademark license for erectile dysfunction treatment	\$297 per month per Clinic for training, support and trademark license



\*You must use either Colaborate or MedSol for training, support, and lab licensure compliance assistance.

Medical Training is not conducted by us and is not included in the Initial Training program. We may waive these requirements for one or more Healthcare Services, on a case-by-case basis, if a member of the Medical Team demonstrates either recent Continuing Medical Education credits or significant and recent professional experience administering the Healthcare Service such that, in our sole discretion, we deem such training or experience as warranting a waiver to the Medical Training requirements. Medical Training may be done in-person, virtually, or a combination of these two, as required by the approved vendors. We estimate the cost of Medical Training to be between \$12,000 and \$42,850. This requirement applies to all members of the Medical Team, whether or not employed by you and irrespective of whether you operate a DCO or an MSO Model. If you operate an MSO Model, you must enter into an MSA prior to the Clinic opening with enough time for the Medical Professional to complete required Medical Training.

## **ITEM 12**

### **TERRITORY**

You will operate your Clinic and use the Marks, the Proprietary Information, and the System only at your Franchised Location. Under both Models, once the Franchised Location and lease are approved, we will assign you an Exclusive Territory, which will continue in force during the initial term of your Franchise Agreement. The perimeter of the Exclusive Territory will be an area which will encompass the lesser of a three-mile area or a population of approximately 100,000 people (based on the population-mapping software we use), and will ultimately be defined by physical or geographic limitations, ZIP codes, political subdivisions, or other boundaries but will have no specific geometric shape. On the description of the final perimeter, if your Exclusive Territory is based on a three-mile area, your Exclusive Territory may have more or fewer than 100,000 people. For clarity, the Exclusive Territory of the MSO Model is the same as that of the DCO Model, as you will manage a Clinic located within your Exclusive Territory. The Territory does not depend on your achievement of a minimum sales volume or other contingency. You do not receive the right to acquire additional Franchises unless you purchase the right in your Area Development Agreement. Except as noted above, we do not grant you any options or rights of first refusal under the Franchise Agreement.

Except as permitted by our “Reservation of Rights” (below), for so long as you comply with your Franchise Agreement, we will not permit another franchisee, an Affiliate, or a company-owned Clinic to operate within your Exclusive Territory. Your Exclusive Territory will continue until your initial term ends. If you are awarded successor franchise rights, we reserve the right to redefine the characteristics of your Exclusive Territory to meet our then-current standards. If you sell or transfer your Clinic with our permission, we also reserve the right to alter the characteristics of the Exclusive Territory to meet our then-current standards, and acceptance of such revised characteristics is a condition of our approval. Your Exclusive Territory will remain the same during the term of the Franchise Agreement regardless of any shifts in its population.

You must advertise your Model only within your Exclusive Territory unless regional or cooperative advertising is implemented or unless you get our permission to advertise or solicit outside the Exclusive Territory, which we may grant or deny for any reason or no reason. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. If another franchisee, Affiliate-owned, or company-owned Clinic does not occupy a contiguous territory, you may advertise there only after first providing us written notice and receiving our approval. Once the territory has been assigned to another franchisee or a company-owned or Affiliate-owned Clinic, you must cease advertising in that territory. You may accept business from Patients located anywhere, including outside your Exclusive Territory.



You may relocate your Clinic only if you first obtain our express written permission, which will be considered using our reasonable business judgment. We must approve the new location in the same manner as we are then approving sites. You will pay us our then-current Relocation Fee. There will be no refund if you cannot find and have approved a new location.

We have current plans to establish franchise and company-owned businesses offering similar products and services to female Patients and to offer this franchise opportunity under a separate disclosure document. These franchise and company-owned businesses can be located within your Exclusive Territory. Other than this concept, we have no current plans to establish other related franchises or company-owned businesses selling similar products or services under a different name or trademark, although we reserve the right to do so.

### **Area Development Agreement**

Under the Area Development Agreement, you are assigned a Development Territory in which you must develop a designated number of Clinics. The Development Territory may consist of one or more designated geographic areas. The size of the Development Territory will depend on the number of Clinics to be developed, the demographics of the territory, the population, and other factors. In certain densely populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely populated urban areas may have significantly larger areas. The Development Territory will be an exclusive territory for the development of Clinics during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement. When we provide your Development Territory, we may pre-define individual Exclusive Territories or search areas where you can locate the Clinics to be opened under your Area Development Agreement. This exclusivity grants you the exclusive right to open Clinics in the Development Territory; provided that you follow the terms of the Area Development Agreement.

Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement among you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity, other than you, to establish a Clinic in your Development Territory during the term of the Area Development Agreement. However, we, our affiliates, and any other authorized person or entity (including any other Clinic) may, at any time, conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement.

The size of the Development Territory may be a single or multi-city area, single county area, or some other area, and will be described in Attachment A to your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors.

The Development Territory will terminate upon the completion of the Development Schedule or the termination of the Area Development Agreement, whichever occurs first, and the only territorial protections that you will receive upon termination will be those under each individual franchise agreement. You will have no further right to acquire, construct, equip, own, open or operate additional Clinics other than any granted pursuant to a then-existing franchise agreement between you (or an affiliate of you) and us. If you fail to adhere to the Development Schedule on two or more occasions, your failure to comply will constitute a material event of default under the Area Development Agreement, for which we may, among other things: (i) terminate the Area Development Agreement; (ii) terminate the exclusivity of your Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.



### **Additional Development Rights and Quota**

Unless we grant you the right to a Development Territory, you receive no options, rights of first refusal or similar rights to acquire additional franchises under the Franchise Agreement. If you enter into an Area Development Agreement, you will have the right to develop additional franchises within your Development Territory in accordance with your Development Schedule.

The continuation of the Exclusive Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency except for your Development Schedule. There is a Minimum Royalty that you must pay but no quota or minimum sales requirement.

### **Reservation of Rights**

We and our affiliates reserve the rights, among others, to:

a. Own, franchise, or operate businesses similar to either Model (and which use the Marks and the System) at any location outside your Exclusive Territory and any Development Territory regardless of proximity to your Exclusive Territory and any Development Territory.

b. Use the Marks and the System to sell any products or services (which may be similar to those you will sell) through any alternate channels of distribution anywhere in the world. Alternate channels include the Internet, online ordering, wholesale to unrelated retail outlets, catalog sales, telemarketing or other direct marketing. You cannot use alternate channels of distribution inside or outside of your Exclusive Territory without our express permission, which may be granted or denied for any reason or no reason at all. We do not pay any compensation for soliciting or accepting orders inside your Exclusive Territory or inside any Development Territory, including orders accepted or solicited by other Gameday Men's Health franchisees. You may face competition from us, other franchisees and other channels of distribution or competitive brands that we control within the Development Territory.

c. Use and license others to use, anywhere in the world or through alternate channels of distribution, other trademarks, trade names, service marks, or logos that are not the same as or similar to the Marks in the operation of a business that offers goods, services, and related products that may be similar to, or different from, those offered by your Model.

d. Purchase, or be purchased by, acquire, convert, merge, or combine with any other business, including competitive businesses or otherwise operated independently, or as part of or in association with any other system or chain, whether franchised or corporately owned anywhere in the world including your Exclusive Territory and any Development Territory so long as the trademarks, trade names, services marks or logos are not the same or similar to the Marks.

e. Retain all other rights not specifically granted to you.

Although we can use alternative channels of distribution within your Exclusive Territory and any Development Territory to make sales of goods, items, and services associated with the System and the Marks or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of this disclosure document. We reserve the exclusive right to offer telehealth services, but we are currently allowing franchisees to offer this service in their territories under our policies and procedures as outlined in the Franchise Operations Manual. We retain the right to change these policies and procedures and the right to reclaim telehealth services, offering them through the franchisor or its affiliates even within the franchisee's territories.




**ITEM 13**

**TRADEMARKS**

As used in this disclosure document and the Franchise Agreement, reference to the “Marks” includes trademarks, service marks, trade names, logos, and other commercial symbols. Both Models will use the Marks in the operation of, and the advertising for the Clinic.

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the “USPTO”) for the following:

Mark	Registration Number	Date of Registration	Register
	6,805,774	August 2, 2022	Principal
GAMEDAY	6,805,771	August 2, 2022	Principal
GAMEDAY	7,479,325	August 20, 2024	Principal
<b>Gameday Men’s Health</b>	7,555,609	November 5, 2024	Principal

Our IP Affiliate has applied for registration for the following word trademark with the USPTO:

Mark	Serial Number	Filing Date	Status
<b>GD Men’s Health</b>	98,166,467	September 6, 2023	Pending on the Principal Register

We do not have a federal registration for the pending Mark above. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We have a license agreement with our IP Affiliate that allows us to sublicense the Marks to you. The license is perpetual and can be canceled by the IP Affiliate only if we fail to monitor your use of the Marks and protect their goodwill. Our IP Affiliate will license the Marks directly to you if they cancel the license.

Except for the license agreement with IP Affiliate, no currently effective agreements significantly limit our rights to use or license the Marks in any manner material to the franchise. There are no infringing uses or previous superior rights known to us that can materially affect your use of the Marks in any state where your Clinic may be located.

There is no pending federal or state court litigation regarding our use or ownership rights in any Marks. All required affidavits and renewals have been filed.



Our IP Affiliate and we have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. Our IP Affiliate and we will take the action we deem necessary to defend you. We will indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. We have no obligation to defend or indemnify you if the claim against you is related to your use of the Marks if such use violates the Franchise Agreement.

We have secured the following Internet domain name: [www.gamedaymenshealth.com](http://www.gamedaymenshealth.com). Other domain names may be added in our discretion.

If you operate the MSO Model, we reserve the right to license the Marks directly to the Medical Professional with which you have entered into an MSA.

If our IP Affiliate or we, in our sole discretion, determine it necessary to modify or discontinue the use of any Marks or any portion of the Proprietary Information or the System or to develop additional or substitutes for any such component, you will, within a reasonable time after receipt of written notice from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution. Failure to do so may result in the termination of the Franchise Agreement. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

Our IP Affiliate and we will have the right, in our sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use of the Marks, the System, or the Proprietary Information. Our IP Affiliate and we may commence or prosecute such action in our name and may join you as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and each component of the System. If you learn that any third party you believe is not authorized to use the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to demand or prosecute any claim against the alleged infringer.

Your use of the Marks and any goodwill you establish is to the exclusive benefit of our Gameday IP Affiliate and us, and you retain no ownership or similar rights in the Marks during the Franchise Agreement term or upon the termination or expiration of the Franchise Agreement.

You may not use the Marks as a part of any business-entity trademark, service mark, emblem, or logo other than the Marks, as we may periodically designate. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under Applicable Law. You must identify yourself as the owner of your Model. You must use your business-entity name on all checks, invoices, receipts, contracts, stationery, or other documents that bear any of the Marks and on all printed materials, and your name must be followed by the phrase “An independently owned and operated franchise of Ream Franchise Group, LLC” or words to that effect.

## **ITEM 14**

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

We hold no patents. We claim common-law copyright protection of our Franchise Operations Manual and related materials and advertisement and promotional materials, although such materials may not have been registered with the United States Copyright Office. We reserve the right to register any of



our copyrighted materials at any time we deem appropriate. We know of no copyright infringement that could materially affect you. Except for the license with our IP Affiliate (Item 13), no agreements limit your use of the System or any copyrighted materials.

We reserve all applicable rights to the Proprietary Information. We will disclose certain elements of the Proprietary Information to you during our training programs, seminars, and conferences, in the Franchise Operations Manual, and through guidance furnished to you during the term of the Franchise Agreement. These elements are considered proprietary and confidential, are our property, and may be used by you only as provided in your Franchise Agreement.

There are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress), or any court pertaining to or affecting any of our copyrights discussed above. No infringing uses are known to us that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We have the right to control any administrative proceedings or litigation involving our System or the copyrighted materials. You must promptly notify us if you learn of any claim against you for an alleged infringement, unfair competition, or similar claims about the System or copyrighted materials. We will take the action we deem necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims. We have no obligation to defend or indemnify you if a claim against you is related to your use in violation of the Franchise Agreement.

If we, in our sole discretion, determine it necessary to modify or discontinue the use of any portion of the System or the copyrighted materials or to develop additional or substitutes for a portion of the System or the copyrighted materials, you will, within a reasonable time after receipt of written notice of such a modification or discontinuation from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition, or substitution.

You also agree that the Proprietary Information is disclosed to you solely on the conditions (among others) that you will (i) not use the Proprietary Information in any other business or capacity, (ii) maintain the absolute confidentiality of the Proprietary Information during and after the term of the Franchise Agreement, (iii) not make unauthorized copies of any portion of the Proprietary Information disclosed in written form, and (iv) adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Proprietary Information, including, without limitation, restrictions on disclosure thereof to employees of your Clinic and the use of nondisclosure and non-competition clauses in employment agreements with such persons.

## **ITEM 15**

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

Under the DCO model, your Principal Operator, your Designated Manager, or you must personally participate in and manage your Clinic's day-to-day operations. Under the MSO, your Principal Operator, your Designated Manager, or you must personally participate and manage the delivery of the MSO Services day to day. Though you are permitted to operate using a Designated Manager, we always recommend that you operate your Model directly and on a day-to-day basis.

Under the DCO Model and Applicable Law, you must have properly licensed and credentialed medically trained staff (including the Medical Professional(s)) required to manage and operate any medical



clinic. Under the MSO Model, you must ensure that the Medical Professional that owns the Clinic is similarly licensed and credentialed. Applicable Law may also require such person to hold a certain management or above position, in which case, you will comply with such law. We must approve the Designated Manager, your Principal Operator, and Medical Professionals who directly own and operate the Clinic or are part of your professional staff.

Under the MSO Model and Applicable Law, the Medical Professional may be required to own some or all of the equity interest in the MSO. Unless required by Applicable Law, a management position Person hired by the Medical Professional need not own an equity interest in the MSO. Under the DCO Model and unless required by Applicable Law, your Designated Manager or Medical Professional need not own an equity interest in your franchisee entity. Under both Models, any new Principal Operator, Designated Manager, or Medical Professional must be identified to us within five business days of the person's hire date. The new person must also pass our training.

Regardless of the Model, your Designated Manager, the Medical Professionals, the medical staff that manages the Clinic, your Principal Operator, and you must abide by all confidentiality requirements of this franchise agreement and may in the future be required to sign a confidentiality and non-competition agreement. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) and each person who is or becomes a Principal Operator must sign our then-current form of guaranty, which is attached to the Franchise Agreement as Exhibit 3.

If you are an Area Developer, you must own at least a 51% equity interest in any legal entity that signs a Franchise Agreement under your Area Development Agreement.

## **ITEM 16**

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

Under the DCO Model, you must offer for sale all of those Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. You may not offer any products or services not specifically approved by us in writing, and you may not use your Clinic for any purpose other than your Clinic's operation. You may not operate any other business at the Franchised Location.

Under the MSO Model and as a contingency to working with the Medical Professional, your MSA must require the Clinic to offer for sale all of the Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. Under the MSA, the Clinic may not offer any products or services not specifically approved by us in writing, and you will not allow the Clinic to be used for any purpose other than the Clinic's operation. You may not operate any other business at the Franchised Location.

You must be open during the days and hours we designate in the Franchise Operations Manual, by a written handout, or by delivery of notice by other electronic means. We do not impose minimum staffing requirements though you must have sufficient staff to serve your customers. We do not now, but may in the future require all franchisees and you to participate or maintain participation in gift card, coupon, or customer incentive programs. If we do this, we will give you no less than 30 days prior written notice. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Under the MSO Model, you must provide all MSO Services. We may add to, delete from, or modify the products and services that you can and must offer, and there are no limits on our



right to do so. You must abide by any additions, deletions, and modifications to the Franchise Operations Manual.

## ITEM 17

### RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

#### The Franchise Relationship

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

#### DCO and MSO Models

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	Article 4	10 years
b. Renewal or extension of the term	Article 4	Two five-year terms (each a “ <u>Successor Term</u> ” if you meet certain conditions and on terms and conditions of the then-current Franchise Agreement (Successor Franchise Rights).
c. Requirements for franchisee to renew or extend	Article 4	Written notice, full compliance with your Franchise Agreement, Renovation, sign then-current Franchise Agreement, sign release, pay the renewal fee, not be in default, and we must have determined in our reasonable business judgment to allow you to renew. The renewal Franchise Agreement may have materially different terms and conditions from your original Franchise Agreement.
d. Termination by franchisee	Article 10	Any rights permitted by law after first providing us the right to cure.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Article 10.1	We can terminate only if you commit any one of several listed violations. Subject to your state’s law concerning the termination of a franchise relationship (if any), we have the right, at our option and in our sole discretion, to (i) terminate the Franchise Agreement and all rights granted to you under it; (ii) to terminate your right to operate your Model without terminating the Franchise Agreement; or, (iii) to exercise any other rights that we may have in law or equity without affording you the right to cure (unless otherwise stated in the Franchise Agreement) upon the occurrence of certain events. See (g) and (h) below. Read your Franchise Agreement carefully.
g. “Cause” defined – curable defaults	Article 10.2	You have 10 days to cure any defaults under your Franchise Agreement not described in (h) below. Read your Franchise Agreement carefully.
h. “Cause” defined – non-curable defaults	Article 10.1	Bankruptcy, cease operating or otherwise abandon your Model (including cessation of Clinic operation) for 14 consecutive days, or any shorter period that indicates your intent to discontinue



Provision	Article in Franchise Agreement	Summary
		operation (except due to an act of Force Majeure), failure to pay amounts due after five days' notice, misuse of Marks, disclosure of System, breaches beyond three even if cured, violation of lease and loss of possession of the property, understatement of royalties of 3% or more after five days' notice for the first violation, a cross-default of another agreement (except an Area Development Agreement with us), surrender of control, material judgment against you, misrepresentation or omission in the application, violation of law and failure to cure, felony or misdemeanor conviction offenses involving moral turpitude or which may affect the System, violation of law, engage in activity which has an adverse effect on System, unauthorized assignment, improper assignment upon death, failure to timely cure other breaches.
i. Franchisee's obligations on termination/non-renewal	Article 11	Obligations include ceasing operations and use of Marks and Proprietary Information, payment of outstanding amounts, de-identification of Clinic, return of Proprietary Information, assignment of contact information, and compliance with all restrictive and other covenants that survive termination.
j. Assignment of contract by franchisor	Article 9.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Article 9.2	Sale, assignment, gift, pledge, court order, death, mortgage, or other disposition of any part of your Franchise Agreement, ownership of you, or your Model.
l. Franchisor approval of transfer by franchisee	Article 9.3	We must approve. See (m) below. Transferee has background that we approve, financial resources that we approve, the transferee pays for training (Item 6), and payment of the transfer fee. We have 30 days right of first refusal.
m. Conditions for franchisor approval of transfer	Article 9.3	You must not be in breach of your Franchise Agreement, you must have no outstanding defaults or money owed, you must have submitted all reports, the Franchised Location must be Renovated, you must provide terms to us, the transferee must have signed the then-current Franchise Agreement and attended training for which there may be a fee (Item 6), transfer fee paid, you must have signed release, the transferee has the background and financial resources we approve. We have 30 days right of first refusal.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 9.6	30 days on the same terms as the <i>bona fide</i> offer.
o. Franchisor's option to purchase your business	Article 12	Our option upon termination or expiration of your Franchise Agreement is to purchase a part or all of the hard assets for fair market value before you offer them to a third party.

Provision	Article in Franchise Agreement	Summary
p. Death or disability of franchisee	Article 9.5	Franchise must be assigned to an approved buyer within 180 days.
q. Non-competition covenants during the term of the franchise	Article 15.1	Under either Model, during the Franchise Agreement term, you may have no involvement in a business that offers the Healthcare Services offered through the DCO Model or the non-medical management services offered through the MSO Model, subject to applicable state law..
r. Non-competition covenants after the franchise is terminated or expires	Article 15.2	No involvement in a competing business for 24 months within your Exclusive Territory or the territory of another company-owned, Affiliate-owned, or franchisee, or within five miles of the perimeter of your Exclusive Territory or that any other franchised or company-owned or Affiliate-owned business, subject to applicable state law.
s. Modification of the agreement	Article 18.2	Only by both parties' written agreement, but Operation Manuals are subject to change.
t. Integration/merger clause	Article 18.1	Only the terms of your Franchise Agreement are binding subject to state law. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 16	Except for certain claims, all disputes will be subject to arbitration if mandatory face-to-face meetings and mediation don't resolve issues.
v. Choice of forum	Article 16.4	Subject to state law, meetings, mediation, and arbitration to be conducted within 15 miles of our then-current headquarters (currently in Carlsbad, California).
w. Choice of Law	Article 16.4	The laws of the state where the Franchisee's clinic is located applies, subject to applicable state law.

### **The Area Developer Relationship**

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

#### **DCO and MSO Models**

Provision	Section in Area Development Agreement	Summary
a. Length of the area development term	Section 2	The earlier of the termination date set forth in Attachment B of the Area Development Agreement, or completion of the obligations in the Development Schedule.
b. Renewal or extension of the term	Not applicable	Not applicable.
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable.
d. Termination by franchisee	Not applicable	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.



<b>Provision</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
f. Termination by franchisor with cause	Sections 5.4, 8.1 and 8.3	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	Sections 5.4, 8.1 and 8.3	If you default under any other agreement with us or if you fail to comply with the Development Schedule on two or more occasions.
i. Franchisee's obligations on termination/non-renewal	Section 8.3	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.
j. Assignment of contract by franchisor	Section 9.1	No restrictions on our right to assign the Area Development Agreement.
k. "Transfer" by franchisee – defined	Not applicable	Not applicable.
l. Franchisor approval of transfer by franchisee	Section 9.2	You may not assign the Area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase your business	Not applicable	Not applicable.
p. Death or disability of franchisee	Section 8.2	The Area Development Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Area Development Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the area development agreement is terminated or expires	Not applicable	Not applicable.
s. Modification of the agreement	Section 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 11	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Carlsbad, California).



Provision	Section in Area Development Agreement	Summary
v. Choice of forum	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.
w. Choice of Law	Section 15	The laws of the state where the Area Development Franchise is located apply, subject to applicable state law.

**ITEM 18**

**PUBLIC FIGURES**

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

**ITEM 19**

**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Evan Miller, President, 5140 Avenida Encinas, Carlsbad, California, 92008 or (858) 292-9202, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**

**OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1  
Systemwide Outlet Summary  
for the Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	0	1	+1
	2023	1	15	+14
	2024	15	257	+227
Company-Owned*	2022	3	3	0
	2023	3	4	+1
	2024	4	5	+1
Total Outlets	2022	3	4	+2
	2023	4	19	+15
	2024	19	262	+228

\* This includes the four Clinics managed by our GHP Affiliate in 2022 and January 1 – June 2023 and by our Gameday Parent since June 1, 2023

Table No. 2  
Transfer of Outlets From Franchisees to New Owners (Other than the Franchisor)  
for the Years 2022 to 2024

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

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

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5



State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arizona	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	11	0	0	0	0	12
California	2022	0	1	0	0	0	0	1
	2023	1	7	0	0	0	0	8
	2024	8	36	0	0	1	0	43
Colorado	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
Connecticut	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Florida	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	21	0	0	0	0	22
Georgia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
Idaho	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Iowa	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
Illinois	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Indiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Kansas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Kentucky	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0



State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2024	0	2	0	0	0	0	2
Louisiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Maryland	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Michigan	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	7	0	0	0	0	7
Minnesota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Missouri	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5
Mississippi	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Montana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	12	0	0	0	0	12
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
New York	2022	0	0	0	0	0	0	0



State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Nevada	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Ohio	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8
Oklahoma	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Oregon	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Pennsylvania	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
South Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	7	0	0	0	0	7
South Dakota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Texas	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	22	0	0	0	0	24
Utah	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	6	0	0	0	0	6
Virginia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8



State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	6	0	0	0	0	6
Total	2022	0	1	0	0	0	0	1
	2023	1	14	0	0	0	0	15
	2024	15	243	0	0	1	0	257

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2022	3	0	0	0	1	3
	2023	3	1	0	0	0	4
	2024	4	0	1	0	0	5
Total Outlets	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
	2024	4	0	1	0	0	5

\* This includes the four Clinics managed by our GHP Affiliate in 2022 and January 1 – June 2023 and by our Gameday Parent since June 1, 2023

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	2	5	0
Alaska	2	1	0
Arizona	1	7	0
Arkansas	4	1	0
California	46	37	1
Colorado	4	8	0
Connecticut	6	4	0
Delaware	4	3	0



State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	13	21	0
Georgia	7	10	0
Hawaii	0	1	0
Idaho	2	2	0
Illinois	31	13	0
Indiana	3	5	0
Kansas	1	4	0
Kentucky	2	1	0
Louisiana	9	2	0
Maine	2	1	0
Maryland	8	7	0
Massachusetts	9	10	0
Michigan	7	6	0
Minnesota	11	4	0
Mississippi	0	1	0
Missouri	3	2	1
Montana	1	1	0
Nevada	0	1	0
New Hampshire	5	1	0
New Jersey	5	6	0
New Mexico	3	2	0
New York	15	12	0
North Carolina	8	12	0
Ohio	6	10	0
Oklahoma	8	2	0
Oregon	5	3	0
Pennsylvania	4	9	0
Rhode Island	4	2	0
South Carolina	3	4	0
South Dakota	1	1	0
Tennessee	2	4	0



State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Texas	31	28	0
Utah	0	4	0
Virginia	6	10	0
West Virginia	2	2	0
Wisconsin	6	8	0
Total	292	278	2

Exhibit D lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2024. Exhibit D also lists the name, city, and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within ten weeks of the issuance date of this disclosure document. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

Franchisees have not signed confidentiality agreements with us during the past three years. In some instances, current or former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

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

**ITEM 21**

**FINANCIAL STATEMENTS**

Our audited financial statements as of December 31, 2024, December 31, 2023, and December 31, 2022 are attached to this disclosure document as Exhibit E. Our fiscal year end is December 31<sup>st</sup>.

**ITEM 22**

**CONTRACTS**

The following franchise-related contracts are attached as exhibits to this disclosure document:

- Franchise Agreement – Exhibit B-1
- Exhibit 1 Statement of Ownership
- Exhibit 2 IFF, Designated Area, Franchised Location, Exclusive Territory
- Exhibit 3 Guaranty
- Exhibit 4 Collateral Assignment of Lease Agreement
- Exhibit 5 Collateral Assignment of Contact and Electronic Information
- Exhibit 6 General Release

Exhibit 7      Sample MSA  
Exhibit 8      Closing Acknowledgements

Area Development Agreement – Exhibit B-2  
Attachment A   Data Sheet  
Attachment B   Development Schedule  
Attachment C   Statement of Ownership

**ITEM 23**

**RECEIPT**

The Receipt is found at the end of this disclosure document.

**EXHIBIT A**

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



**CALIFORNIA**

State Administrator and Agent for  
Service of Process:  
Commissioner  
Department of Financial  
Protection and Innovation  
320 W. 4<sup>th</sup> Street, #750  
Los Angeles, CA 90013  
(213) 576-7500  
(866) 275-2677

**HAWAII**

Commissioner of Securities of  
the State of Hawaii  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

Agent for Service of Process:  
Commissioner of Securities of the  
State of Hawaii  
Department of Commerce and  
Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
(808) 586-2722

**ILLINOIS**

Illinois Attorney General  
Chief, Franchise Division  
500 S. Second Street  
Springfield, IL 62706  
(217) 782-4465

**INDIANA**

Secretary of State  
Securities Division  
Room E-018  
302 W. Washington Street  
Indianapolis, IN 46204  
(317) 232-6681

**MARYLAND**

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

**MARYLAND CONTINUED**

Agent for Service of Process:  
Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, MD 21202-2020

**MICHIGAN**

Michigan Department of Attorney General  
Consumer Protection Division  
525 W. Ottawa Street  
Lansing, MI 48913  
(517) 373-7117

**MINNESOTA**

Department of Commerce  
Commissioner of Commerce  
85 Seventh Place East, Suite 280  
St. Paul, MN 55101-3165  
(651) 539-1600

**NEW YORK**

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

Agent for Service of Process:  
Secretary of State  
99 Washington Avenue  
Albany, NY 12231

**NORTH DAKOTA**

Administrator:  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, Fourteenth Floor, Dept. 414  
Bismarck, ND 58505-0510  
(701) 328-4712

Agent for Service of Process:  
Securities Commissioner  
600 East Boulevard Avenue  
State Capitol, Fourteenth Floor, Dept. 414  
Bismarck, ND 58505-0510

**RHODE ISLAND**

Department of Business Regulation  
1511 Pontiac Avenue, Bldg. 68-2  
Cranston, RI 02920  
(401) 462-9527

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 South Euclid, Suite 104  
Pierre, SD 57501  
(605) 773-3563

**VIRGINIA**

State Corporation Commission  
Division of Securities and  
Retail Franchising  
1300 E. Main Street, 9<sup>th</sup> Floor  
Richmond, VA 23219

Agent for Service of Process:  
Clerk of the State Corporation Commission  
1300 E. Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219

**WASHINGTON**

State Administrator:  
Washington Department of Financial  
Institutions  
Securities Division  
P.O. Box 41200  
Olympia, WA 98504-1200  
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial  
Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, WA 98501

**WISCONSIN**

Department of Financial Institutions  
Division of Securities  
201 W. Washington Avenue  
Madison, WI 53703  
(608) 266-3364



**EXHIBIT B**

**EXHIBIT B-1  
FRANCHISE AGREEMENT**



# Ream Franchise Group, LLC

## FRANCHISE AGREEMENT



Ream Franchise Group, LLC  
a California limited liability company  
5140 Avenida Encinas  
Carlsbad, California, 92008  
(858) 292-9202  
info@gamedaymenshealth.com  
www.gamedaymenshealth.com

**THIS CONTRACT IS SUBJECT TO ARBITRATION**



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**EXHIBITS**

**Exhibit 1      Statement of Ownership**

**Exhibit 2      Data Sheet**

**Exhibit 2.1    Franchised Location and Exclusive Territory**

**Exhibit 3      Guaranty**

**Exhibit 4      Collateral Assignment of Lease Agreement**

**Exhibit 5      Collateral Assignment of Contact and Electronic Information**

**Exhibit 6      General Release**

**Exhibit 7      Draft MSA**

**Exhibit 8      Closing Acknowledgments**



**REAM FRANCHISE GROUP, LLC  
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (**Franchise Agreement**) is made as of the “**Effective Date**” (defined below) between **Ream Franchise Group, LLC** (known as “**Franchisor**,” “**we**,” “**us**,” or similar pronouns) and \_\_\_\_\_ and \_\_\_\_\_ individually or collectively referred to as “**Franchisee**,” “**you**,” “**your**,” or similar pronouns. You and we may sometimes be referred to in the singular as a “**Party**” or jointly as the “**Parties**.”

**RECITALS**

You desire to enter into this Franchise Agreement to open and operate a “**Clinic**” using the “**Marks**” and the “**System**.” You agree that you have investigated and familiarized yourself with the essential aspects and purposes of this opportunity and have been advised by counsel, or have had the reasonable opportunity to be advised by counsel chosen by you, of the terms and conditions of this Franchise Agreement, and agree that your consistent and uniform operation of your Model using the System is essential;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, terms, and conditions herein contained and the acts to be performed by the respective Parties hereto, the Parties agree as follows:

**COVENANTS**

**ARTICLE 1  
DEFINITIONS, GRANT OF FRANCHISE LICENSE**

**UNLESS OTHERWISE STATED, THE TERMS, COVENANTS, AND CONDITIONS OF THIS FRANCHISE AGREEMENT APPLY TO BOTH MODELS.**

**1.1 Definitions**

Unless otherwise defined in the body of the Franchise Agreement, the following capitalized terms have the meaning set forth:

“**ACH**” means “Automated Clearing House” and refers to the mechanism used to collect fees due to us electronically. You will complete an ACH form that your bank or we deliver to you.

“**Additional Personnel and Transferee Training Fee**” means the then-current fee we may charge for training additional personnel, a Designated Manager, Principal Operator, non-medical staff, or Transferee (currently, \$2,500 per additional person). We reserve the right to change the amount of this fee at any time and in any amount after giving you no less than 60 days’ prior written notice.

“**Affiliate**” or “**Affiliates**” means entities controlled by, controlled, or under common control with another entity. Our Affiliates are Gameday Health Management, LLC, ZCB Works, LLC (**IP Affiliate**), and Gameday Health Partners, LLC. We reserve the right in the future to have Affiliates and to require you to work with one or more Affiliates.

“**Annual Conference**” means the conference sponsored by us.



**“Annual Conference Attendance Fee”** is the fee we are then charging for your attendance at the Annual Conference. You will be informed of the Annual Conference Attendance Fee (if any) before you attend the Annual Conference.

**“Applicable Law”** subject to our jurisdictional, venue, and choice of law rights in Article 16, Applicable Law refers to the municipal, county, state, and federal rule, regulations, ordinances, statutes, rulings, orders, or the like that apply to the operation of your Clinic.

**“Area Development Agreement”** means the Area Development Agreement attached to our FDD as Exhibit B-2, granting the right to open multiple Clinics subject to the terms therein.

**“Assignment”** has the meaning given to it in Article 9.

**“Bookkeeping Service”** means our then-current supplier of bookkeeping services you must use, as more fully disclosed in Article 3.

**“Brand Development”** is the advertising we prepare for local, regional, or national use, as described in Article 3.

**“Brand Development Account”** is the account into which the Brand Development Fee is deposited.

**“Brand Development Fee”** is the then-current fee we charge for our Brand Development campaign, as more fully outlined in Article 3.

**“Branded Products”** are those products or goods that display any of our Marks.

**“Business”** means the DCO or MSO business you operate under this Franchise Agreement.

**“Change of Control”** means that (i) the natural person franchisee takes on a partner regardless of whether such partner is in control; (ii) a natural person franchisee converts to a business entity franchisee and then delivers more than 49% of the equity interest of such business entity to another Person; (iii) a business entity franchisee takes on any number of equity partners and delivers more than 49% of the equity interest to such Persons; or, (iv) the franchisee (whether a natural person or business entity) in any manner delivers control of the day-to-day operations of your Model to a Person who we have not first approved.

**“Claims”** has the meaning given to that term in Article 14.

**“Clinic”** means the business you open at the Franchised Location that uses our System and Proprietary Information.

**“Clinic FF&E”** means all furniture, fixtures, and equipment other than the Medical Equipment needed to operate and manage the Clinic.

**“Competitive Business”** means a business that offers the MSO Services or Healthcare Services being offered through a Clinic on the Transfer, expiration, or earlier termination of this Franchise Agreement, the sale of which services is at least 5% of the gross revenue of the Competitive Business.

**“Computer System”** means the then-current computer hardware and software that we require you to have to operate your Model.



**“Compliance”** means that you (i) are current in all respects under this Franchise Agreement (and all other Franchise Agreements between us) at the time Compliance is called for and will be in Compliance at the time the action for which Compliance is required is to be completed, and (ii) have received written notice of a breach from us (each of which was timely cured) no more than two times during the Initial Term, and no more than two times during any Successor Term.

**“Default Interest”** currently equals 18% per annum compounded monthly for any payment not timely made. We may change the Default Interest rate at any time after giving you no less than 60 days’ prior written notice. Default Interest will never be greater than the highest amount permitted in your state, and if this Default Interest rate violates Applicable Law, it will be automatically reduced to the highest interest rate permitted.

**“Search Area”** means a defined geographic area within which your Franchised Location will be located. The Search Area may be defined by geographic boundaries such as streets, rivers, mountains, or similar physical limitations, by political boundaries including city, county, and state lines, ZIP codes, or other measurements we designate to identify its perimeter. We may change the method of designing a Search Area at any time. The Search Area does not contain or convey any territorial protections for the Franchisee.

**“Designated Manager”** means the person besides your Principal Operator and you that has received our training and is authorized by you to operate your Model from day to day. The Designated Manager need not be an owner of any interest in your Model.

**“Digital Marketing”** includes custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. Digital Marketing is in addition to any marketing we may allow to place on Online Sites.

**“Digital Marketing Fee”** means the then-current fee we require you to pay us or our designee for Digital Marketing and related overhead expenses we or our designee incur, as discussed in Article 3.

**“DCO Model”** refers to the “direct Clinic ownership model” whereby your Clinic will be owned by a Person other than a Medical Professional as permitted in some states.

**“DM Vendor”** means an approved vendor authorized to place Digital Marketing on your behalf.

**“Due Date”** means the date payments to us are due, as described in Article 3.

**“Effective Date”** is the date we fully execute this Franchise Agreement. There is no agreement, and this is not a contract between us until that date, regardless of the order in which signatures were obtained.

**“Event of Default”** means any default identified in Sections 10.1, 10.2, or 10.3.

**“Exclusive Territory”** for both Models means an area which will encompass the lesser of approximately 100,000 people (based on the population-mapping software we use) or approximately three miles and will ultimately be defined by physical or geographic limitations, ZIP Codes, political subdivisions, or other boundaries but will have no specific geometric shape. You agree that depending on the population and other factors your Exclusive Territory may have more or fewer than 100,000 people and may be larger or smaller than the territories provided to other Gameday franchisees.



**“Fair Market Value”** means the value that a reasonable person under no duress or obligation would pay for the furniture, fixture, equipment, or item being sold by a seller under no duress or obligation. If you or we do not agree to the Fair Market Value, it will be established by an independent appraisal. The appraisal will be done at our expense by an independent and disinterested appraiser selected by us. No goodwill will be considered in any such valuation.

**“First Right To Purchase”** has the meaning given to it in Article 12.

**“Force Majeure”** means that except for monetary obligations that are due regardless of the existence of an event of Force Majeure, or as otherwise specifically provided in this Franchise Agreement, if either of us is delayed or prevented from the performance of any term, covenant or condition of this Franchise Agreement because of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, epidemic, pandemic, or similar county, statewide, national or international health emergency, insurrection, war, or other causes beyond the Party’s reasonable control, then performance will be excused for the shorter period of 45 days from the date of the inability to perform or for the period of the delay.

**“Franchise Agreement”** means this agreement.

**“Franchise Disclosure Document” or “FDD”** means the disclosure document that was delivered to you at least 14 calendar days before you signed this Franchise Agreement or paid any money to the Franchisor.

**“Franchisee” and “Franchisee Parties”** means your Principal Operator, any Designated Manager, you, any Guarantor, any officers, directors, managers, members, the holder of any equitable interest in your franchisee business entity, your family members that actively participate in the operation of either Model and all others who may take an active management role in the operation of either Model. Reference to a Franchisee Party includes the Franchisee, and reference to the Franchisee includes all Franchisee Parties.

**“Franchised Location”** under both Models means the address of the Clinic.

**“Franchisor”** means the entity identified here as the Franchisor and also includes the Franchisor’s Affiliates, and the shareholders, directors, officers, managers, members, employees, and agents of the Franchisor and its Affiliates, and the successors and assignees of the Franchisor and the Franchisor’s Affiliates and all others whose conduct is charged to Franchisor.

**“Governmental Authority”** means any local, county, state, or federal entity that has jurisdiction over the operation of your Model.

**“Gross Revenue”** means the total of all your revenue, sales and other income of the Clinic (whether operated through a DCO Model or an MSO Model), including the revenue generated from the sale of all products and services (including branded products and services) offered at or from the Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees, dues and all other charges, and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes you collect that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. All barter or exchange transactions in which



the Clinic furnishes products or services in exchange for products or services provided to Clinic by a vendor, supplier or Patient will, for the purpose of determining Gross Revenue, be valued at the full retail value of the products or services so provided to Clinic. We reserve the right to institute policies in the Operations Manuals or otherwise in writing and from time to time, regarding the inclusion in Gross Revenue of any pre-paid goods or services (including, without limitation, gift cards and gift certificates) and their delivery and redemption.

Under the DCO Model, you will collect all Gross Revenue directly and pay the Royalty based on the same.

Under the MSO Model, the Medical Professional will collect all Gross Revenue, and you will pay the greater of 6% of the Gross Revenue generated at, by, or through the Clinic or the Minimum Royalty. For instance, if the Clinic earns \$25,000 in Gross Revenue in a week, and if you are charging the Clinic \$2,500 per week for the delivery of the MSO Services, you are responsible for paying us the greater of \$1,500 (6% of the \$25,000 Gross Revenue not 6% of the \$2,500 you charge) or the Minimum Royalty.

**“Healthcare Services”** mean the medical services you offer your Patients, including hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals and similar non-critical healthcare services, goods, and medications.

**“Indemnified Parties”** has the meaning in Article 14 of this Franchise Agreement.

**“Initial Franchise Fee” or “IFF”** refers to the initial fee that you will pay us at the time you are awarded a franchise (Article 3).

**“Initial Term”** has the meaning given to it in Article 4 of this Franchise Agreement.

**“Initial Training”** means the initial training given to you before you open for business, as more fully outlined in Article 7.

**“Interim Period”** has the meaning given it in Article 4.

**“Internet”** refers to a global system of interconnected computer networks that use a common computer protocol to communicate between them. Included in this definition for this Franchise Agreement is the “worldwide web,” social media, and similar methods by which Persons communicate between electronic devices and all future platforms as they may be invented or discovered.

**“Involuntary Transfer”** means any Transfer not approved by us and includes the loss of, transfer of, or assignment of, any interest in this Franchise Agreement; any of your interest in the Model you operate; a substantial portion of the assets of the Model; or any interest in the business entity that is the Franchisee (except as permitted by this Franchise Agreement). An **Involuntary Transfer** also includes any transfer or assignment of any interest in you, this Franchise Agreement, or your franchise business entity as a result of any insolvency or bankruptcy proceeding; the foreclosure of any manner of lien or encumbrance against you, your Model, the Clinic or the franchisee business entity; the taking of any interest in you, this Franchise Agreement or the franchisee business entity as a result of a divorce or separation, or in the case of a business entity any action by the equity owners or creditors the result of which is the loss of any equitable interest or any other interest. An Involuntary Transfer also occurs through any other means or method over which you have no control or against which you cannot substitute a bond or other monetary instrument to avoid such Involuntary Transfer.



**“Late Fee”** is our then-current late fee for failure to make timely payments required by this Franchise Agreement. We may increase the Late Fee upon 60 days’ prior written notice to you, but in no event will you be required to pay a Late Fee in an amount greater than the maximum permitted by Applicable Law.

**“Management Services Agreement” or “MSA”** means that agreement executed by your licensed Medical Professional and you that permits you to manage the non-medical business aspects of the Clinic.

**“MSO”** means the management services organization you will create in the states requiring a Medical Professional to own and operate a Clinic.

**“Marks”** means all current and future trademarks, trade names, logos, service marks, and similar commercial symbols that we require you to use in identifying your Clinic and as more fully stated in Article 6 of this Franchise Agreement. All current and future trademarks, service marks, trade names, trade dress, designs, logos, and other designations, all variations or modifications to any of the preceding, and all registrations, applications, and renewals are included in this definition.

**“Medical Equipment”** means all medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment necessary to operate the Clinic.

**“Medical Practice Software”** means the software system we require each Medical Professional use. This software contains modules allowing the input of Patient Notes, the ability to issue prescriptions electronically, and similar applications that allow the Medical Professional to operate in the Clinic environment.

**“Medical Professional”** means the Person with the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals.

**“Model” or “Models”** refers to either or both Models as the sentence or paragraph context dictates. If there is doubt, it will refer to both Models.

**“MSO Model”** refers to the MSO that you create and that delivers the MSO Services to the Medical Professionals.

**“MSO Services”** means the services you provide to the Medical Professional under the MSO Model, including non-medical supplies inventory, lease management, and similar services.

**“Online Site”** means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the internet, webpages, microsites, social networking sites (e.g., Facebook®, Twitter®, LinkedIn®, YouTube®, Snapchat®, Pinterest®, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Android apps), and other applications that refer to our Marks, us, or the System.

**“Opening Deadline”** means the date by which you must be open for business, which is: i) no later than nine months after the Effective Date of this Franchise Agreement; or ii) if this Franchise Agreement is being signed under an Area Development Agreement, the opening date set forth in the Development Schedule in the Area Development Agreement for this particular Clinic.



**“Opening Help”** means the services we may provide to inspect your proposed Franchise Location or be with you at the Franchised Location just before and after you open.

**“Opening Help Fee”** means our then-current fee required if we provide Opening Help. We may increase this fee at any time and in any amount after first giving you no less than 60 days’ prior written notice.

**“Operations Manuals”** means the operations manuals that are delivered to you before you open for business and which Operations Manuals disclose the operating methods used in your Model.

**“Optional Training or Assistance Fee”** means the then-current fee we charge if you request additional operating assistance from us and agree to provide it. We may increase this fee at any time by any amount after giving you no less than 60 days’ prior written notice.

**“Party” or the “Parties** means you, us, and any Franchisee Parties;

**“Patient”** means each person that visits the Clinic to receive Healthcare Services.

**“Patient List”** means the list of Patients that visit the Clinic, including all contact information and, if permitted by Applicable Law, all medical records, notes, prescriptions, and similar records, and whether in writing or stored on the Internet, the Medical Practice Software, or in any other location.

**“Payment Card Industry Data Security Standards” or “PCI-DSS”** means the security standards adopted by the credit card/debit card/e-payment providers to protect end-users’ personal information.

**“Permanent Disability”** means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or does prevent the Principal Operator or you from supervising the management and operation of the Franchised Business for a period of 120 consecutive or cumulative days from the onset of such disability, impairment or condition.

**“Person”** means a natural person, a business entity of any nature or kind, and the equity holders in any business entity.

**“Principal Operator”** means the person authorized and designated by the business-entity Franchisee to receive our training, to operate the Model, and to act as the contact between us.

**“Proposed Transfer”** means the Transfer for which you seek our permission to complete under Article 9.

**“Proposed Transferee”** has the meaning given in Article 9.

**“Proprietary Information”** has the meaning given to it in Article 6.

**“Reasonable Business Judgment”** has the meaning given to it in Section 1.3 below.

**“Regional Advertising Program”** has the meaning in Article 3.

**“Relocation Fee”** means the then-current fee that now is \$5,000 that we charge to assess your site(s) for relocation. We may increase this fee at any time and by any amount after giving you no less than 60 days prior written notice.



**“Renovation” or “Renovate”** has the meaning given to it in Article 2.

**“Right of First Refusal”** has the meaning given to the term in Article 9.

**“Royalty”** has the meaning given in Article 3 of this Franchise Agreement.

**“Successor Franchise Fee”** is \$10,000.

**“Successor Franchise Rights”** has the meaning given to it in Article 4 of this Franchise Agreement.

**“Successor Term”** has the meaning given to it in Article 4.

**“System”** includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO model and the management services under the MSO model; our proprietary information, including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

**“Technology Maintenance Fee”** means our then-current fee (currently \$250 per month) to maintain your website presence and for other technology-based services.

**“Technology Startup Fee”** means our then-current fee (currently \$750) you pay to cover our cost to set up a landing page for your Model on our website and set up your Model in our system.

**“Term”** means the Initial Term and one or more Successor Terms, or the Initial Term or one or more of the Successor Terms. If there is doubt, the reference to the Term will include either or both as necessary to provide the greatest protection to us as the Franchisor.

**“Third Party Contract”** means any other contract or agreement with a third party that is unrelated to us but which is material to the operation of your Model, including, but not limited to, any real property or equipment lease and any supplier or vendor agreement.

**“Training”** means the initial and subsequent training we may deliver under Article 7.

**“Transfer”** has the meaning given to it in Article 9 of this Franchise Agreement.

**“Transfer Fee”** will be \$10,000 plus any broker’s commission or commissions we pay if the Proposed Transferee was referred to us by a Broker.

## **1.2. Grant of Franchise**

a. Exhibit 2 will indicate whether you are operating the DCO Model or the MSO Model. You acknowledge and agree that the specific Marks that you may use in your Clinic may vary depending on whether you operate under the DCO Model or the MSO Model.



b. In the DCO states, we grant you, and you accept from us, the non-exclusive right to use certain Marks and the System in connection with the establishment and operation of one Clinic at the Franchised Location. You will hire and manage the Medical Professionals necessary to operate your Model.

c. In the MSO states, we grant you, and you accept from us, the non-exclusive right to use certain Marks and the System in connection with the establishment and operation of one business that will manage a Clinic and deliver the MSO Services to the Medical Professional, under an MSA. Exhibit 7 of this Franchise Agreement shows a draft copy of an MSA. This agreement is for consultation only and will not be used as your MSA. Instead, you will retain the services of an experienced legal professional of your choice to draft an MSA that complies with Applicable Law in your state. We will review it only to ensure that it contains the proper protections concerning the Marks, our System, and the Proprietary Information. Such protections include the requirements that,

i. the Medical Professional updates its Healthcare Services, products, and other services as we may determine;

ii. the Clinic may not offer any products or services not specifically approved by us in writing, and you will not allow the Clinic to be used for any purpose other than the Clinic's operation;

iii. the term of the MSA match the term of this Franchise Agreement;

iv. the Marks and Proprietary Information be protected;

v. the MSO allows for additions, deletions, suspension and,

vi. we may add to, delete from (and then require the reinsertion of), or modify the MSO Services and any of the protections we require under the MSA and of the Medical Professional, and you must comply with the same.

c. You agree to use the Marks, the Proprietary Information, and System (as they may be changed, improved, and further developed by us from time to time) only under the terms and conditions of this Franchise Agreement.

d. In any case, you will complete the Statement of Ownership found at Exhibit 1 when you sign this Franchise Agreement and agree to update it within 30 days of any change so that it is at all times current, complete, and accurate. Each Person who is or becomes a Principal Operator and each natural person who joins the business-entity Franchisee as an equity owner must sign our then-current form of guaranty, the current version found at Exhibit 3.

### **1.3. Scope of Franchise Operations**

a. You will at all times comply with your obligations under this Franchise Agreement and will continuously use your best efforts to promote and operate the direct operations of the Clinic under the DCO Model or its management under the MSO Model.

b. Regardless of the Model, the Clinic will offer the Healthcare Services and other products and services we designate and is restricted from offering or selling any products and services not previously approved by us in writing. We may change, add to, delete (and then reintroduce) Healthcare Services from time to time, and subject to Applicable Law, you will be required to comply with such changes.

c. Regardless of the Model awarded, you must follow the System.



d. We may negotiate volume purchase agreements for purchasing goods and equipment needed to operate your Model. The same is disclosed in the Operations Manual.

e. We do not now but may, in the future, receive rebates from suppliers of equipment, furniture, services, and other goods purchased by you. If received, we will use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

#### **1.4. Reasonable Business Judgment**

a. We will use our “**Reasonable Business Judgment**” to exercise our rights, obligations, and discretion, except where otherwise indicated. Use of our Reasonable Business Judgment means that our determination on a given matter will prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or are acting in a way that could reasonably benefit any component of the System, the Marks, or any one or more of the franchisees. Such decisions may include results that may enhance or protect the Marks and the System; increase Patient or Medical Professional’s satisfaction; increase the use of the services all franchisees offer; and matters that correspond with franchisee satisfaction. We are not required to consider any franchisee’s particular economic or other circumstances when exercising our Reasonable Business Judgment. Decisions made using our Reasonable Business Judgment will not affect all franchisees equally, and some may benefit while others will not.

b. If Applicable Law implies a covenant of good faith and fair dealing in this Franchise Agreement, you and we agree that such covenant will not imply any rights or obligations inconsistent with a fair construction of the terms of this Franchise Agreement.

c. As part of our Reasonable Business Judgment, and to respond timely to market conditions and the needs and wishes of Patients, we reserve the right, in our sole and exclusive determination, to vary any standard of the System, the Marks, the Proprietary Information or the Operations Manuals. If we do so, we will deliver a written notification to you of any such changes.

#### **1.5 Reservation of Rights**

a. Our Affiliate and we reserve the rights, among others, to:

i. Own, franchise, or operate businesses similar to either Model (and which uses the Marks and the System) at any location outside your Exclusive Territory regardless of proximity to your Exclusive Territory.

ii. Use the Marks and the System to sell any products or services (which may be similar to those you will sell) through any alternate channels of distribution anywhere in the world. Alternate channels include online ordering, wholesale to unrelated retail outlets, or over the Internet. You cannot use alternate channels of distribution without our express permission, which may be granted or denied for any reason or no reason at all. We do not pay any compensation for soliciting or accepting orders inside your Exclusive Territory that were obtained through alternate channels of distribution, including orders accepted or solicited by other Gameday Men’s Health franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Exclusive Territory.

iii. Use and license others to use, anywhere in the world or through alternate channels of distribution, other trademarks, trade names, service marks, or logos that are not the same as or similar to



the Marks in the operation of a business that offers goods, services, and related products that may be similar to, or different from, those offered by your Model.

iv. Purchase, or be purchased by, acquire, convert, merge, or combine with any other business, including competitive businesses or otherwise operated independently, or as part of or in association with any other system or chain, whether franchised or corporately owned anywhere in the world including your Exclusive Territory so long as the trademarks, trade names, services marks or logos are not the same or similar to the Marks.

v. Retain all other rights not specifically granted to you.

b. We reserve the right to use alternative channels of distribution within your Exclusive Territory to make sales of goods, items, and services associated with the System and the Marks, or associated with any other system or trademarks, service marks, trade names, logos, and the like. You acknowledge and agree that we may service Patients that reside within your Exclusive Territory for services provided through alternative channels of distribution, including telehealth services. We reserve the right to do so at any time.

c. We reserve the right to change vendors for any good, service, or item you are required to purchase and use at any time, and such change may result in an Affiliate or we being named as the sole vendor. We will give you no less than 30 days' prior written notice before making such a change. Any change may result in additional expenses to you.

d. We reserve the right to develop regional purchasing or distribution cooperatives to obtain goods and services at more competitive prices, and you must join any such cooperatives we require.

## **1.6 Other Covenants Relating to the Grant of this Franchise Agreement**

**a. EXCEPT IN A CASE OF INDEMNIFICATION UNDER THIS FRANCHISE AGREEMENT, WE BOTH AGREE TO WAIVE THE RIGHT TO BE AWARDED EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN ANY ACTION BROUGHT IN REFERENCE TO THE RELATIONSHIP BETWEEN US EVEN THOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY THAT SUCH DAMAGES EXIST OR MAY BE PLED.**

**b. WE BOTH AGREE THAT EXCEPT AS STATED IN ARTICLE 16, EACH OF US IS LIMITED TO BRINGING ANY LEGAL CLAIM AGAINST THE OTHER WITHIN ONE YEAR OF THE DATE THAT THE FACTS WHICH GIVE RISE TO THE CLAIM OCCURRED.**

**c. THIS FRANCHISE AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UPON WHICH WE CURRENTLY OFFER FRANCHISES TO NEW FRANCHISEES. WE MAY OFFER FRANCHISES UNDER DIFFERENT TERMS AND CONDITIONS TO ENHANCE, BUILD, AND PRESERVE THE SYSTEM.**

d. You covenant, represent, and warrant as follows and acknowledge that we are relying upon such covenants, representations, and warranties in making our decision to enter into this Agreement:

i. **You acknowledge that you have received our current Franchise Disclosure Document.**



ii. All statements made by you in writing in connection with your application for this Franchise were, to the best of your knowledge, true when made and continue to be true as of the Effective Date.

iii. You are not a party to any litigation or legal proceedings other than those you have disclosed to us.

iv. You and your owners agree to comply with and will assist us to the fullest extent possible in our efforts to comply with “**Anti-Terrorism Laws**” (as defined below.) As a result, you certify, represent, and warrant that, (A) none of their property or interests is subject to being “**blocked**” under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws; (B) none of them is listed in the Annex to Executive Order 13224; (C) you will refrain from hiring (or, if already employed, retain the employment of) any individual who is listed in the Annex; (D) you have no knowledge or information that, if generally known, would result in you, your owners, your employees, or anyone associated with you to be listed in the Annex to Executive Order 13224; (E) you are solely responsible for ascertaining what actions you must take to comply with the Anti-Terrorism Laws, and you specifically acknowledge and agree that its indemnification responsibilities stated in this Franchise Agreement apply to your obligations under this subparagraph; and (F) any misrepresentation under this subparagraph or any violation of the Anti-Terrorism Laws by you will constitute grounds for immediate termination of this Franchise Agreement and any other agreements you have entered with us.

v. For purposes of this Franchise Agreement, “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations, and other regulations found at 31 CFR 515, 595, 597, and any laws which now pertain or which may in the future pertain to the matters of this Section.

e. We do not now but may, in the future, receive rebates from suppliers of equipment, furniture, services, and other goods purchased by you. If received, we will use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

f. You must comply with Payment Industry Data Security Standards (PCI-DSS) requirements. You are solely responsible for meeting these requirements.

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

## 1.7 Applicable Law

**a. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PRACTICE OF MEDICINE IS HIGHLY REGULATED AT THE LOCAL, COUNTY, STATE, AND FEDERAL LEVELS. YOU MUST COMPLY AT ALL TIMES WITH APPLICABLE LAWS RELEVANT TO YOUR MODEL’S OPERATION AND MANAGEMENT, INCLUDING STATE LICENSING AND PATIENT PRIVACY LAWS, AND STATE AND FEDERAL PATIENT INFORMATION PROTECTION ACTS, APPLICABLE LAWS ON PRESCRIBING MEDICINE, AND SIMILAR LOCAL, COUNTY, STATE, AND FEDERAL LAWS.**



**b. WE WILL NEVER PROVIDE OR DELIVER MEDICAL INFORMATION, DIRECTIONS, OPINIONS, TREATMENT PLANS, PRESCRIPTION ADVICE, OR OTHER MEDICAL DIRECTIVES, AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY THE MEDICAL PROFESSIONALS.**

**c. From time to time, a Governmental Authority may add to, delete (and then reinstate) or modify Applicable law, and you will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law.**

**d. You are solely and exclusively responsible for determining and complying with Applicable Laws. Your failure to do may result in the termination of this Franchise Agreement without the right to cure.**

**e. You must ensure that your MSA conforms in all respects to the Applicable Laws of your state. We will review it only to confirm that it contains the necessary protections for us and may require additions or deletions. Otherwise, you will determine its content. We have supplied a sample MSA at Exhibit 7.**

**f. Applicable Law may also impose other restrictions on the operation or management of the Clinic, including the requirement that Patients be obtained only through referral by a primary-care physician, that controls the amount of equity the Medical Professional must own, and that restrict the franchisee from owning or managing more than one Clinic.**

**g. Compliance with this Section is a material inducement for us offering the franchise opportunity to you, and its breach may result in the termination of this Franchise Agreement with the opportunity to cure.**

## **1.8 Management**

**a. Under the DCO Model and Applicable Law,**

**i. your Principal Operator, your Designated Manager, or you must personally participate in and manage your Clinic's day-to-day operations. Though you are permitted to operate using a Designated Manager, we always recommend that you operate your Model directly and on a day-to-day basis;**

**ii. you must have such properly licensed and credentialed medically trained staff (including the Medical Professionals) required to manage and operate any medical clinic; and,**

**iii. your Designated Manager or Medical Professional need not own an equity interest in your franchisee entity unless Applicable Law requires it.**

**b. Under the MSO Model and Applicable Law,**

**i. you must ensure that the Medical Professional that owns the Clinic is similarly licensed and credentialed. Applicable Law may also require such Person to hold a certain management or above position or own a certain percentage of the equity in the Business, in which case you will comply with such law. We must approve the Designated Manager, your Principal Operator, and Medical Professionals who directly own and operate the Clinic or are part of your professional staff;**



ii. the Medical Professional must own some or all of the equity interest in the Medical Professional's business. Unless required by Applicable Law, a management position Person hired by the Medical Professional need not own an equity interest in the MSO; and,

iii. your Principal Operator, your Designated Manager, or you must personally participate in and manage the delivery of the MSO Services day to day.

c. Under both Models, any new Principal Operator, Designated Manager, or Medical Professional must be identified to us within five business days of the person's hire date. The new person must also pass our training.

d. Regardless of the Model, your Designated Manager, the Medical Professionals, the medical staff that manages the Clinic, your Principal Operator, and you must abide by all confidentiality requirements of this franchise agreement and may in the future be required to sign a confidentiality and non-competition agreement.

## **1.9 Applicability**

Unless otherwise stated in this Franchise Agreement, each term, covenant, and condition applies to both Models. If there is doubt about the Model referenced, the same will be interpreted to include one or both Models as necessary to give us the greatest rights, remedies, and protections.

## **ARTICLE 2 OPENING PERIOD, EXCLUSIVE TERRITORY, DEVELOPMENT, AND RELATED RIGHTS AND OBLIGATION**

### **2.1 Opening Deadline**

You must be open and operating on or before the Opening Deadline. We will extend the Opening Deadline for a limited period if factors beyond your reasonable control prevent you from meeting the deadlines and you request an extension of time from us at least 15 days before the end of the Opening Deadline.

### **2.2 Search Area and Franchised Location**

a. Your Franchised Location is or will be identified in Exhibit 2.

b. If we have not approved a Franchised Location before you sign this Franchise Agreement, you and we will identify your Search Area in Exhibit 2. Your Clinic must be within the perimeter of the Search Area. You acknowledge and agree that the Search Area does not convey any territorial rights to you, and the only territorial rights you will receive will be for the Exclusive Territory discussed in Section 2.4, and identified in Exhibit 2.

c. Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, demographics, access, and similar items) and reviewing the information you provide.

d. You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We must accept the site selected by you in writing before you can proceed. We will have 30 days to review your submittal. If we do not approve your



first proposed site, you will have 60 more days to find another site and submit it to us for approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement (but all restrictive and other covenants of your Franchise Agreement that must survive termination to remain enforceable will survive), and we will retain all fees.

e. We have no particular expertise in identifying or approving location sites for Franchised Locations.

f. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee.

**g. OUR APPROVAL OF A LOCATION DOES NOT INFER OR GUARANTEE YOUR SUCCESS OR PROFITABILITY.**

### **2.3 Approval of Lease**

#### **a. DCO Model**

i. After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have the option to require the lease be collaterally assigned to us by a collateral assignment agreement (Exhibit 4) or contain the following terms and conditions:

ii. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent; and,

iii. The landlord must provide written notice to us when it gives you notice of any default by you under the lease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.

#### **b. MSO Model**

i. After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have to option to require that the lease be collaterally assigned to us by a collateral assignment agreement (Exhibit 4) or contain the following terms and conditions:

A. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent; and,

B. The landlord must provide written notice to us when it gives you notice of any default by you under the lease or sublease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.



C. Your lease must allow for the sublease or licensing of the space to the Medical Professional.

ii. Once the lease is approved and signed, subject to Applicable Law, you will sublease or license the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that the Medical Professional's use of the premises maintains the separation between the Medical Professional's ownership of the medical practice and your right to deliver the MSO Services.

c. Once the site has been approved and the lease has been signed, your Franchised Location will be identified in Exhibit 2.

d. You will operate your Clinic and use the Marks, the Proprietary Information, and the System only at the Franchised Location.

**e. OUR APPROVAL OF A LEASE ONLY REFLECTS THAT IT CONTAINS OUR REQUIRED PROVISIONS AND MEETS OUR MINIMUM STANDARDS, AND DOES NOT OTHERWISE INFER OR GUARANTY YOUR SUCCESS OR PROFITABILITY.**

## **2.4 Exclusive Territory and Relocation**

a. Under both Models, we will identify your Exclusive Territory once the Franchised Location and lease are approved.

**b. Your Exclusive Territory will continue in place until the end of your Initial Term. If you are awarded Successor Franchise Rights, we reserve the right to redefine the characteristics of your Exclusive Territory to meet our then-current standards. If you sell or Transfer your Clinic with our permission, we also reserve the right to alter the characteristics of the Exclusive Territory to meet our then-current standards, and acceptance of such revised characteristics is a condition of our approval.**

c. You may relocate your Clinic only if you first obtain our express written permission, which will be considered using our Reasonable Business Judgment. We must approve the new location in the same manner we are then approving sites. You will pay us our then-current Relocation Fee. There will be no refund if you cannot find and have approved a new location. You agree to fully de-identify any Clinic you relocate from and no longer utilize.

d. We reserve the exclusive right to offer telehealth services, but we are currently allowing franchisees to offer this service in their territories under our policies and procedures as outlined in the Franchise Operations Manual or otherwise in writing. We retain the right to change these policies and procedures and the right to reclaim telehealth services, offering them through the franchisor or its affiliates even within the franchisee's territories.

## **2.5 Design, Permitting, and Buildout**

a. Before commencing the construction of the Clinic:

i. We will supply you with plans to design and build the interior and exterior of the Franchised Location, including the layout of examination rooms, lab space, waiting room, Medical Equipment requirements and layout, other furniture, fixtures and equipment placement, and decor and signage specifications. You will deliver the generic plans to a local architect or engineer who will adapt



the drawings to the Franchised Location. You will submit the completed drawings to us for approval within three days of their completion. We will review the plans within 30 calendar days of the delivery date. If we comment, you will revise the plans to conform to the comments within 15 days. After that, we will have 15 days to review the revised plans so that we can approve them. This process will continue until we approve the plans.

ii. Once approved, you will deliver the plans to the Governmental Authority with jurisdiction over planning, zoning, construction, and buildout. If such authority makes changes, you will revise the plans to satisfy the comments and deliver the plans to us for review. The plans are approved if we do not comment within three Business Days of receipt. This will continue until the Governmental Authorities and we have approved the plans.

iii. Under both Models, you must obtain all licenses, permits, and certifications required for lawful construction and operation of the Clinic, including zoning, access, parking, and sign permits. You will also obtain all health, life safety, and other permits and licenses required for the proper operation of the Model. You will certify that all such permits and licenses have been obtained before the Opening Deadline. If you cannot obtain all permits necessary to operate the Model, we have the right to terminate the Franchise Agreement, though all covenants that must survive termination to remain enforceable will survive and remain enforceable. There will be no refunds.

iv. You will use a qualified general contractor or construction supervisor to oversee the Clinic's construction and completion of all improvements.

v. You will cause such construction to be performed only per the plans that the Governmental Authorities and we have approved. No material changes will be made to the approved plans without our express written consent and approval by the Governmental Authorities.

b. You will pay us our then-current Opening Help Fee if we, in our sole discretion, decide to visit your Clinic to inspect the buildout.

## **2.6 Computer Systems, Medical Equipment, Consumables, and Clinic FF&E**

a. For both Models, you must own or purchase the Computer Systems (including the then-current Computer Software packages) we describe in the Operations Manuals, in a handout, email, or in other communication.

i. Under the MSO Model, you will purchase the Computer System and lease it back to your Medical Professional. Under the DCO Model, each Medical Professional's Computer System must also have online access to the Medical Practice Software from our approved vendor, who charges its then-current setup fee and a monthly fee. Under the MSO Model, the Medical Professional will obtain and then maintain a license for the Medical Practice Software. **Regardless of the Model, we will never obtain access and you agree to not give us access to any Medical Professional/Patient or similar records to the extent protected by Applicable Law.**

ii. You will configure each Computer System with sufficient antivirus software and must comply with Applicable Laws relating to Patient and Clinic information protection.

iii. You must maintain each Computer System as often as necessary to keep it operational. We may require you to update one or more Computer Systems every five years and when you are awarded Successor Franchise Rights or are permitted a Transfer.



iv. You are not now required to purchase a Computer System maintenance contract, though we reserve the right to require this in the future, and there will be a cost associated with such contracts.

v. You must maintain high-speed Internet access to each Computer System station and use your best efforts to keep all equipment connected, powered on, and in good working order to ensure access to the information and data regarding your Clinic.

vi. You and we acknowledge that technology changes are dynamic and not predictable during the Term of this Franchise Agreement. To provide for changes to technological needs and opportunities, we will have the right to establish, in writing, reasonable new standards for implementing technology in the System. You will comply with any new standards and pay any fees associated with them.

vii. Subject to Applicable Laws concerning the protection of the Patient and Clinic records, and the Medical Professional/Patient relationship, we will have independent access at any time we deem appropriate to all business-related information generated and stored in your Computer Systems. In our discretion, we will make available certain aggregate data (without identifying the name of any franchisee or its location) that may be used for any purpose allowed by Applicable Law. We may also use your data for internal communications and reporting and may disclose the name of the franchise and/or location internally to other System franchisees and affiliates. Except as stated here, there are no contractual limitations on our right to access this information.

viii. You agree to install and maintain all hardware and software that we designate on the Computer System that we designate including but not limited to accounting software such as QuickBooks Plus Online and point-of-sale hardware and software, credit card processing hardware and software, firmware, web technologies or applications, printers, internet connectivity devices and other related accessories and peripheral equipment. We currently require you to establish and maintain a merchant account with Priority Payments for payment processing. You must also enroll your administrators in our required Electronic Medical Records (EMR) system. You agree to pay all fees to maintain the Computer System. We reserve the right to change the hardware, software, components at any time in our sole discretion.

b. You or your Medical Professional must purchase all Medical Equipment and Clinic FF&E from our approved vendors. Under the DCO Model, you will purchase the Medical Equipment and the Clinic FF&E. Under the MSO Model, your Medical Professional will purchase the Medical Equipment, and you will purchase the Clinic FF&E and lease it back to your Medical Professional.

c. You or your Medical Professional must purchase your consumable products, including personal protection equipment, syringes, dressings, and similar goods and equipment disposed of after single or limited use only from an approved supplier, an Affiliate, or us. We may change the fees charged for each item of this inventory at any time after giving you no less than 60 days' prior written notice. Under the MSO Model, the Medical Professional will make all such purchases from an approved supplier, an Affiliate, or us. You agree to maintain an adequate inventory of all items in accordance with the Operations Manuals.

d. You must own or purchase a voice-over-internet-protocol (VoIP) phone system sufficient to operate your Model.

e. To the extent not purchased as part of the Medical Equipment and Clinic FF&E, you may purchase all other furniture, fixtures, equipment, and materials necessary to open and operate the Clinic



from any reputable source. The purchases may be of new or used equipment, except that all used equipment must be in like-new condition and appropriate for a medical-clinic setting.

f. We reserve the right to change vendors at any time, which may result in an Affiliate or we being named as such vendor.

g. We may add to, subtract from (and then reinsert), or change the mix of required Medical Equipment, Clinic FF&E, and any other furniture fixtures and equipment at any time after giving you no less than 60 days' prior written notice. Such changes may result in additional costs and fees to you, some of which may be due to an Affiliate or us.

## **2.7 Approval Process for Other Goods and Services**

a. You may wish to purchase a required good or service from a supplier we have not previously approved. To obtain our approval, you must submit such information as we may reasonably need to evaluate the prospective supplier. We will evaluate the submitted information and provide written notice of our decision within 30 days. We may grant or deny approval for any reason or no reason at all. We have no other process for approving suppliers other than as stated here. We may charge our then-current fee for this service, which may be increased at any time without limitation after we give you no less than 60 days' prior written notice. We will provide you with 60 days' written notice before implementing or increasing this fee. Except as stated here, we do not maintain written criteria for approving suppliers.

b. We may revoke our approval of a supplier if we determine in good faith that the supplier no longer meets our then-current quality standards. We will notify you in writing of such a decision.

## **2.8 Maintenance and Renovation**

a. You may be required to "**Renovate**" your Clinic, at your own expense, no more often than once every five years during the Initial Term. A Renovation may also be required if you are awarded Successor Franchise Rights, then every five years during each Successor Term, and if you are granted the right to a Transfer. Renovations may include upgrades to or replacing anything in the Clinic, including interior and exterior decor, Medical Equipment, Clinic FF&E, other furniture, fixtures and equipment, and any other component we designate.

b. General maintenance of the Clinic, including repainting, replacing worn Medical Equipment and other furniture, fixtures and equipment, cleaning, and the like, is not a Renovation and is required as often as necessary to maintain a clean, safe, and attractive Clinic.

## **2.9 Additional Development Rights**

You may only open an additional Clinic under a separate franchise agreement with us, which we may grant in our sole discretion (unless you already obtain such rights under an Area Development Agreement with us in which case your Area Development Agreement governs the terms).

# **ARTICLE 3 FEES, ADVERTISING, AND REPORTING**

## **3.1 Initial Fees Due To Us Before You Open**



a. Your Initial Franchise Fee (inclusive of any discounts) for a single Model is stated in Exhibit 2. If we are entering into this Franchise Agreement as part of an Area Development Agreement, you will not owe an Initial Franchise Fee.

b. Before opening, you will also pay the then-current,

i. Technology Startup Fee; and,

ii. the first three months of the Technology Maintenance Fee.

c. All fees identified above are due prior to opening your Clinic, payable in one lump sum, uniform, and, unless otherwise stated, nonrefundable.

### 3.2 Royalty

For the first 60 days that your Clinic is open, you are not required to pay a royalty. Starting in the 3<sup>rd</sup> month your Clinic is open for business, you will pay us a monthly royalty (“**Royalty**”) equal to the greater of: i) 6% of all Gross Revenue generated in the previous month for either Model’s operations; or ii) the minimum royalty (“**Minimum Royalty**”) according to the following chart:

<u>“Minimum Royalty”</u>						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
\$541.67	\$812.50	\$1,083.33	\$1,354.17	\$1,625.00	\$1,895.83	\$2,166.67

Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year. The Minimum Royalty is not imposed during the first 60 days after you open your Clinic.

These amounts are for a single Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the “Year 1” Minimum Royalty in the calendar year you open your Clinic and in the calendar year following the year you open your Clinic. Each additional year starts on January 1 of the subsequent year. In the event of a transfer, the year shall be calculated from the original opening date of the Clinic.

The Royalty payments are due on the date we specify in the Operations Manuals or otherwise in writing, which is currently the 5<sup>th</sup> day of the month for the preceding month. All Royalties collected must comply with federal, state, and/or local government laws, rules or regulations. If we determine that this calculation and collection of Royalties is invalid or unenforceable, we will give you 60 days’ written notice, and will replace any invalid or unenforceable calculation or collection method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty shall be enforceable as so modified.

### 3.3 Advertising and Marketing Fees

Unless otherwise stated, the below applies to both Models.

#### a. Grand Opening Advertising and Support

Commencing 15 days before and ending 30 days after the Opening Deadline, you will spend approximately \$2,000 and \$3,000 advertising your Clinic’s grand opening. We must approve the grand



opening plans and advertising in the same manner as we do with local advertising as described in Section 3.3(b) below. Additionally, if you timely request that we provide you with grand opening support and we approve your request, we will send one trainer to your Clinic to provide you with two days of grand opening support, which will typically be the first two days your Clinic is open for business. If you receive grand opening support, then you must pay us the then-current “**Grand Opening Support Fee**” (currently \$4,500) and our travel expenses, including without limitation, our trainer’s lodging, meals, and transportation expenses. If we approve your request for grand opening support, the Grand Opening Support Fee is due at least 3 weeks in advance of your Clinic’s grand opening, and the reimbursement for our expenses is due within 30 days’ of the date we invoice you. The grand opening support will occur on a date that is mutually acceptable to both you and our trainer. You acknowledge and agree that grand opening support is optional and we are not obligated to provide such support to you.

**b. Local Advertising Requirement**

You must spend a minimum of \$2,000 per month for advertising in your Exclusive Territory (“**Local Advertising Requirement**”). If you fail to meet your Local Advertising Requirement through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Development Account. We must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 15 days to review it and provide comments (if any). The proposed advertising materials are approved if we do not deliver written notice to you of our approval or disapproval within that time. We may revoke our approval of any advertising materials at our sole discretion.

**c. Digital Marketing**

You will pay us the then-current Digital Marketing Fee (currently, you will pay \$1,250 per month for your first Clinic, and if you operate multiple Clinics, you will pay \$1,250 per Clinic per month for the second and third Clinics that you operate; if you operate more than three Clinics, you will pay \$500 per Clinic per month for your fourth, fifth and sixth Clinics. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee). Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee at the same time you submit your first Digital Marketing Fee. The Digital Marketing Fee is currently collected monthly. We may designate that all or a portion of the Digital Marketing Fee be paid directly to DM Vendor(s). Digital Marketing is in addition to your Local Advertising Requirement contributions and Regional Advertising Fee, and any rights we grant you to use Online Sites. We may change the mix of Digital Marketing services at any time. We make no guarantee that expenditures for Digital Marketing will benefit any franchisee or you directly or on a pro-rata basis. A portion of the Digital Marketing Fee may be retained by us and/or a DM Vendor for administrative overhead costs and expenses incurred in providing or procuring Digital Marketing. We will assume no direct or indirect liability or obligation to you concerning the Digital Marketing.

Subject to Applicable Laws concerning protecting the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access to the DM Vendor’s records to audit your use of the Marks and any other purpose. Except as stated here, there are no contractual limitations on our right to access this information. We reserve the right to designate DM Vendors; retain fees for services provided in-house; require you to pay a DM vendor directly or collect the fees and expenses on behalf of a DM Vendor; suspend (and then reinstate) or terminate (and then reinstate) the Digital Marketing program at any time, or make any other changes we deem appropriate after giving you no less than 60 days’ prior written notice.



We make no guarantee to you or any other franchisee that our Digital Marketing expenditures will benefit you or any other franchisee, and some franchisees may benefit from such advertising while others do not.

**d. Regional Advertising Program**

We may require you to contribute to a “**Regional Advertising Program**”, which we reserve the right to form, change, dissolve or merge in the future. If established, you may be required to participate in such advertising cooperative that we may require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. We will be responsible for controlling and administering the cooperative, including determining the amount of contributions from each member, which will not exceed the then-current Local Advertising Requirement and will be credited towards the Local Advertising Requirement. Any contribution to the Regional Advertising Fund will be in addition to the Digital Marketing Fee. We will prepare annual unaudited financial statements for each Regional Advertising Program. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Clinic that the franchisee owns that exists within any cooperative’s geographic area. Each Clinic we own that exists within the cooperative’s area will contribute to the cooperative on the same basis as franchisees.

**e. Online Sites**

i. Online Sites are considered both national and local marketing channels. You cannot establish an Online Site and cannot offer, promote, or sell any products or services or make any use of the Marks through an Online Site without our prior written approval. As a condition to granting consent, we have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages we establish on our website.

ii. If you decide that you want to design and operate an Online Site, you must deliver to us such information, copies of programming code, content, and other documentation we require no later than 60 calendar days before the Online Site goes live. We will have 30 days to review the information you submit. If we do not notify you of our approval or disapproval within that time, the Online Site is disapproved. We reserve the right to grant or deny permission for any reason or no reason.

iii. Subject to Applicable Laws concerning protecting the Patient and Clinic records and the Medical Professional/Patient relationship, we will monitor your Online Sites and access your records to audit your use of the Marks and any other purpose. Except as stated here, there are no contractual limitations on our right to access this information.

iv. You cannot use a derivative of [www.gamedaymenshealth.com](http://www.gamedaymenshealth.com) or acquire any uniform resource locator (URL) that may be construed to represent your Clinic, Ream Franchise Group, LLC, or Gameday Men’s Health without our approval that will be granted or denied for any reason or no reason.

v. Subject to state law, we may also revoke our approval of an Online Site at any time, in our sole discretion, and for any reason or no reason.

**f. Brand Development, Regional Advertising Program, and Advertising Council**

i. Under both Models, we currently collect 2% of your Gross Revenue each month (**Brand Development Fee**) to create and disseminate advertising concepts and collateral materials on a



local, regional, or national basis. (**Brand Development**). Your Brand Development Fees are due with your Royalties as part of our ACH withdrawal. Monthly Brand Development Fees (and any other monthly fees due to us) will be collected with Royalties the 5<sup>th</sup> day of each month. If we determine that this calculation and collection of the Brand Development Fee is invalid or unenforceable, we will give you 60 days' written notice, and will replace any invalid or unenforceable calculation or collection method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and you agree that our modified calculation of Brand Development Fee shall be enforceable as so modified. We reserve the right to charge an alternative fee equal to up to \$2,000 per month.

ii. The Brand Development Fees may be placed in a checking account, savings account, or any other account we choose (**Brand Development Account**), which may or may not accrue interest. The Brand Development Account is not a trust, and we assume no fiduciary duty in administering it. Any monies not used in any year will be carried to the next year.

iii. We will administer the Brand Development Account at our sole discretion. The proceeds may be used for (A) the creation, production, and local, regional, or national placement of advertising reasonably intended to benefit some or all franchisees; (B) the payment of in-house or outside agency costs and commissions; (C) the payment of our costs related to our administering the Brand Development Account such as reasonable salaries, administrative costs, and overhead; (D) the payment of our costs associated with the preparation of and presentation of an annual convention; (E) creation and production of Internet, video, audio, and written advertisements; and, (F) for any other commercially reasonable purpose consistent with this paragraph. Brand Development Fees may be used to solicit new franchisees.

iv. We make no guarantee to any franchisee or you that advertising expenditures from the Brand Development Account will benefit you or any other franchisee directly or on a *pro-rata* basis. We assume no other direct or indirect liability or obligation to you concerning collecting amounts due to the Brand Development Account or to maintain, direct, or administer the Brand Development Account.

v. Upon your prior written request, we will make available to you an annual unaudited financial statement for the Brand Development Account no earlier than 120 days after the end of each calendar year.

vi. Though we currently have no plans to do so, we may increase the amount of the Brand Development Fee up to 3% of your Gross Revenue by giving you 60 days' prior written notice.

vii. Upon 30 days prior written notice to you, we may allocate all or a portion of the Brand Development Fees or Digital Marketing Fees to a regional advertising program (a "**Regional Advertising Program**") for the benefit of clinics located within a designated geographic territory. We will define the territories and require all franchisees and company-owned clinics within such territories to contribute, but in no event shall such contribution exceed the then-current Digital Marketing Fee (provided, that, the contribution to the Regional Advertising Program may be in addition to all or a portion of the Digital Marketing Fee). We will control and administer Regional Programs, though we reserve the right to transfer such control to the participants in the Regional Advertising Program. There will be no written governing documents. We will prepare unaudited annual financial statements for each Regional Advertising Program. Upon your prior written request, we will make such unaudited annual financial statements available no later than 120 days after the end of each calendar year.

viii. We intend for the Brand Development Fee and Regional Advertising Program to be continual and perpetual, but we have the right at any time to change, dissolve, merge, suspend, or reinstate the Brand Development Account or Regional Advertising Programs. We will not close the Brand



Development Account or allow a Regional Advertising Program to close until all contributions and earnings have been used for the purpose for which they were collected or have been refunded.

ix. The Brand Development Fee is strictly for advertising and promotional purposes and is not intended to induce or reward referrals for services that may be payable by any federal or state healthcare program. The Brand Development Fee will not be used in any manner that could be construed as a kickback, bribe, or other illegal payment. We will maintain records of all expenditures from the Brand Development Fund to ensure compliance with all applicable federal and state laws, including the Anti-Kickback Statute, the Stark Law, and state fee-splitting laws.

x. There currently is no advertising council or advertising cooperatives. We reserve the right to form an advertising council or advertising cooperative in the future.

**g. Telehealth Marketing Fee**

You will pay the then-current “Telehealth Marketing Fee” fee to us each month. This fee is due on the date we specify, which is currently the 5<sup>th</sup> day of the month. We pass through this amount directly to our designated third-party advertising vendor for telehealth marketing services. This fee may increase if the third-party vendor increases its fees.

h. You must advertise your Model only within your Exclusive Territory unless regional or cooperative advertising is implemented or unless you get our permission to advertise outside the Exclusive Territory, which we may grant or deny for any reason or no reason. If another franchisee, Affiliate-owned, or company-owned Clinic does not occupy a contiguous territory, you may advertise there only after first providing us written notice and receiving our approval. Once the territory has been assigned to another franchisee or a company-owned or Affiliate-owned Clinic, you must cease advertising in that territory. You may serve all Patients regardless of from where they came.

**3.4 Bookkeeping Services, Other Fees and New Products**

a. You are required to use our then-current bookkeeping services to operate your Business. You will pay the suppliers then-current fee. They may change this fee at any time and in any amount, and you will be required to make the additional payment. We may change suppliers at any time after giving you no less than 60 days’ prior written notice.

b. You will pay the first three months of the Technology Maintenance Fee in the manner set forth in Section 3.1(b). Beginning in the fourth month of operation, you will pay the then-current Technology Maintenance Fee on a monthly basis. This fee may include fees paid to third-party vendors and it may be adjusted to reflect their price increases. This fee includes technology maintenance for the telehealth services. You will also be responsible for any increase in fees that result from any third-party vendor price increases upgrades, modifications or additional software. We may increase this fee at any time and in any amount after giving you no less than 60 days’ prior written notice.

c. You will pay us any additional training fees identified in Article 7.

d. You will pay any audit expenses.

e. You will pay the Successor Franchise Fee, the Transfer Fee, and, if applicable, the then-current Relocation Fee.

f. You will pay all costs and fees associated with Renovation.



g. You will indemnify us and certain other parties as more fully outlined in Article 14.

h. We may require you to purchase Branded Products from an approved vendor, an Affiliate, or us after giving you no less than 60 days' prior written notice before enforcing this requirement. The notice will state the Branded Products you will carry and the then-current fee charged for them. If we require such purchases in the future, we reserve the right to change the fees charged by any amount at any time after giving you no less than 60 days' prior written notice.

i. There are other fees identified elsewhere in this Franchise Agreement, the payment of which may be mandatory. Such fees will be collected as stated in that Section.

j. We may require all franchisees and you to add new Healthcare Services, Branded Products, Medical Equipment, FF&E equipment, or other goods or services to those already offered through your Model. You may incur additional expenses, costs, and fees, some of which may be due to an affiliate, a third party for whom we collect funds, or us. We may also use our Reasonable Business Judgment to assess other fees or costs we deem appropriate to help with the Model's operations. Such fees or costs may be assessed locally, regionally, or nationally and may apply to one, some, or all franchisees. We will notify you in writing and give you no less than 60 days to comply.

k. If you pay any amounts to us by credit card or we process any credit card charges on your behalf, we may charge a service fee of up to four percent (4%) of the total charge.

### **3.5 Reporting**

a. You must record all Gross Revenue generated by, at, or through the Clinic using the software and payment processors/point-of-sale systems that we designate such as QuickBooks Plus Online. On the first Tuesday following the end of the previous week, and using the forms we require and provide, you will deliver a Royalty report, accurately reflecting all Gross Revenue generated during the past week. The week is measured from Monday to Sunday.

b. All Royalties, Monthly Brand Development Fees and other monthly fees due to us will be deposited into your operating account no later than 1:00 p.m. Pacific Time on the 5<sup>th</sup> day of each month following the month for which the calculations were made. We will collect your Royalty, Monthly Brand Development Fees, advertising fees, and any other monthly fees or costs due through an ACH on or after 2:30 pm Pacific Time on the 5<sup>th</sup> day of each month.

c. In addition to the weekly Gross Revenue reports, you will also deliver to us (i) quarterly and annual profit and loss statements, balance sheets, and trial balances prepared under generally accepted accounting principles, consistently applied, to be received by Franchisor within 15 days after the expiration of each calendar quarter and no later than February 1<sup>st</sup> for the preceding calendar year; (ii) a complete financial statement for your fiscal year, including both an income statement and balance sheet, which may be unaudited; (iii) copies of all tax returns relating to sales at the Clinic to be received by us within 10 days of the end of the state sales tax reporting period; (iv) copies of your year-end state and federal income tax return within five days of the date that it is filed; and (v) such other additional records, reports, information, and data as we may reasonably designate, in the forms, at the times and the places we designate, or as specified in the Operations Manuals or otherwise. We have the right to change the required information after giving you no less than 60 days' prior written notice.

d. The reports may be unaudited, but all reports delivered by you will be signed and verified as true and accurate by your principal financial officer, executive officer, or you.



e. You grant us permission to release your financial documents to a landlord, lender, or prospective landlord or lender and to disclose this information in our Franchise Disclosure Document or as may otherwise be allowed by Applicable Law.

f. You grant us permission to aggregate or share your data, reports, and other financial documents within the System to the fullest extent allowed by Applicable Law, for any purpose related to benchmarking, performance evaluation, industry analysis, and other business-related activities related to the overall performance, health, efficiency and operation of the System.

### **3.6 Method of Payment and Insufficient Funds**

a. No later than 10 days before the opening of your Model, you will execute an authorization agreement allowing for the electronic transfer of funds through an ACH, electronic funds transfer or any other automatic payment mechanism that we designate from your bank account to ours. The ACH method will be used to collect the Royalties, advertising fees, and any other fees due under this Franchise Agreement. We have the right to change the collection method at any time after giving you reasonable written notice.

b. If you fail to have sufficient funds in the account on the Due Date or otherwise fail to pay any Royalties or other fees due under this Franchise Agreement, you will owe the Late Fee and Default Interest in addition to any other costs incurred by us to collect the same.

c. Your requirement to pay us the fees under this Franchise Agreement is absolute and unconditional. This obligation will remain effective throughout the entire duration of this Franchise Agreement and will continue until all fees are paid. You acknowledge that nothing in this Section constitutes our agreement to accept any payments after they are due or a commitment to extend credit to or otherwise finance your Model's operation. Collecting a Late Fee and Default Interest and accepting any late payment will not diminish our rights to any other remedies available under this Franchise Agreement, as all remedies are cumulative.

### **3.7 Application of Payments**

a. Notwithstanding any designation by you as to the application of a payment, we will allocate any payments made by you first to any Late Fees and Default Interest, then to any Royalties and other past-due fees, then to any obligations that you have to any third-party vendors that we pay on your behalf, then to the current Royalties and other fees owed to us. The above allocation will not postpone any payments due on a current or future Due Date.

b. We will also have the right, in our sole discretion, to allocate in the same manner as stated in subsection (a) just above any payments or any credits from third-party vendors delivered to us. To the extent necessary to carry out the intent of this Section, you appoint us as your attorney-in-fact coupled with an interest and grant this power of attorney for the sole purpose of allocating any such funds received. This power of attorney will continue throughout the Term of this Franchise Agreement, any extension thereof, and, if applicable, after the termination of this Franchise Agreement, but in the latter case, only to the extent that you still owe us money.

### **3.8 Record Keeping and Auditing**

a. Under the DCO Model, you agree to record all Patient transactions and Gross Revenue in your Computer System within the time required by Applicable (in reference to Patient transactions) and



when the Gross Revenue was generated. Under the MSO Model, you will ensure that the Clinic also records all such transactions. You agree to retain all computer records, accounting software, charge account records, sales slips, orders, return vouchers, sales tax reports, and all of your other business records and related background material for at least seven years following the end of the year in which the items were or should have been generated.

b. Our designated agents or we have the right, during normal business hours, to enter your Model and the Clinic and examine and copy your books, records, and tax returns (of you and the Clinic.) We also have the right, at any time, to have an independent audit made of the books of your Model and the Clinic.

i. If an inspection reveals that any payments due to us have been understated in any report, you will immediately pay us the understated amount, the Late Fee, and Default Interest.

ii. If an inspection discloses an understatement in any payment to us of 2% or more, and in addition to collecting the amount due, the Late Fee, and Default Interest, you will also reimburse us for all costs and expenses relating to the inspection (including travel, lodging and wage expenses, and reasonable accounting and legal costs), and, at our discretion, submit audited financial statements prepared, at your expense, by an independent auditor that we approve.

iii. If an inspection discloses an understatement in any payment to us of 3% or more, in addition to the right to collect the amounts stated above, such act or omission is grounds for immediate termination of this Agreement without the right to cure.

iv. If it is determined that any underreporting has been intentional, then regardless of the percentage of your Gross Revenue that such underreporting represents, we have the right to terminate this Franchise Agreement without any right to cure. These remedies are in addition to any other remedies we have under this Franchise Agreement and as provided at law and in equity, as all such remedies are cumulative.

### **3.9 Taxes**

Subject to applicable law, if assessed by your state, and except for our income taxes, you will reimburse us for all taxes we pay for products or services we furnish you or your Clinic, on our collection of the Initial Franchise Fee, on the collection of Royalties, Brand Development Fees, Digital Marketing Fee, and the collection of similar fees or costs.

### **3.10 CPI Adjustments to Fixed Fees**

All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index (“CPI Increase”), but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI Increase at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI Increase during any calendar year. Notwithstanding the foregoing, the fee adjustments in this Article shall not impact fees which we reserve the right to increase in higher amounts or to adjust more frequently, including but not limited to the Technology Maintenance Fee.



**ARTICLE 4**  
**TERM AND SUCCESSOR FRANCHISE RIGHTS**

**4.1 Effective Date and Initial Term**

- a. This Franchise Agreement is effective on the Effective Date.
- b. This Franchise Agreement's Initial Term is 10 years from the Effective Date.

**4.2 Successor Franchise Rights**

a. At the end of the Initial Term, you have the option to extend your franchise rights for two successive five-year Terms (each a “**Successor Term**”) by acquiring “**Successor Franchise Rights.**” To be eligible, you must

- i. notify us by giving written notice of your intent no later than 180 days before the scheduled expiration of this Franchise Agreement.

- ii. be in Compliance;

- iii. agree to sign the then-current franchise agreement within 30 calendar days of the date you receive it, **with the understanding that the terms of such an agreement may be significantly different than those found here.** Under the then-current franchise agreement, you will not have any additional Successor Franchise Rights. The signed franchise agreement will be effective only on the Effective Date under Section 4.1 above; and,

- iv. sign and have each of your owners sign our then-current form of General Release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities, which current form is found at Exhibit 6. Notwithstanding the preceding, to the extent Applicable Law states that the requirement that you sign a General Release is unenforceable, then any such requirement will be deleted, and you will not be required to sign the same, or if signed, then such General Release will not be enforceable. If, however, Applicable Law permits you to sign such General Release, or if by choosing the alternative dispute resolutions procedures found in Article 16, the choice of law or other provisions of Article 16 prevail over the inconsistent Applicable Law, then you will sign such the then-current form of General Release as part of the Transfer;

- v. pay the Successor Franchise Fee; and,

- vi. subject to state law, **be accepted by us under Section 4.3.**

b. If the Successor Franchise Rights under the new franchise agreement are granted, the Successor Term will begin on the day following the end of the Initial Term.

**4.3. Conditions of Refusal**

a. We are not obligated to offer you Successor Franchise Rights if you,

- i. are out of Compliance;



ii. failed to comply with any of the conditions necessary to obtain Successor Franchise Rights as described in subparagraph 4.2 above; or

iii. subject only to state law, we have determined using our Reasonable Business Judgment not to grant Successor Franchise Rights.

b. Upon the occurrence of any of the events described above, we will give you written notice at least 60 days before the expiration of the Initial Term, and such notice will set forth the reasons for such refusal to offer Successor Franchise Rights.

#### **4.4 Successor Franchise Renovation**

To maintain a clean appearance and meet the then-current requirements, we may require you to Renovate your Clinic if you are granted Successor Franchise Rights and then every five years during the Successor Term. You will have a reasonable amount of time to complete such Renovations that, in any event, will not exceed 90 days.

#### **4.5 Expiration at the End of the Initial Term and Holdover**

a. Unless it is terminated earlier, if you fail to elect to purchase Successor Franchise Rights, or if we decline to grant you one or more Successor Terms, this Franchise Agreement will expire at midnight Pacific Time on the last day of the then-current Term.

b. If you elect to purchase Successor Franchise Rights, and we grant you this right, then unless earlier terminated, this Franchise Agreement will expire at midnight Pacific Time on the last day of the Successor Term.

c. If at the expiration of this Franchise Agreement you continue to accept benefits as a Franchisee, then in our sole option, we may treat this Franchise Agreement either as,

i. having expired as of the date of natural expiration of the then-current Term, in which case you will be operating your Model without the right or permission and in violation of our rights; or,

ii. continuing on a month-to-month basis (**Interim Period**) until one Party provides the other with written notice of such Party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice. During the Interim Period, all obligations under this Franchise Agreement will remain in full force as if this Franchise Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Franchise Agreement will take effect upon termination of the Interim Period. The rights under this Section do not apply in the event of a termination of the Franchise Agreement earlier than the then-current Term's natural end.

## **ARTICLE 5 MANUALS AND SERVICES PROVIDED TO YOU BY US**

### **5.1 Manuals**

a. We will provide you with one or more Operations Manuals, technical bulletins, or other written or electronically-distributed materials covering our standards, specifications, and operating and marketing procedures that you must utilize in operating your Model.



b. You will comply with the Operations Manuals as an essential aspect of your obligations under this Agreement, and your failure to comply substantially will be a breach of this Franchise Agreement. The Operations Manuals may be updated from time to time, and you must comply with any changes in every update within the period provided in such updates.

c. The Manuals are our sole property and will be used by you only during the Term of this Franchise Agreement and in strict accordance with the terms and conditions of this Franchise Agreement.

## **5.2 Services Provided by Us Before Commencement of Operations**

Before you open either Model, we will:

- a. Assist you in selecting the Franchised Location.
- b. Review the lease for the Franchised Location.
- c. Designate your Exclusive Territory.
- d. Furnish mandatory design specifications and layout criteria for the Franchised Location.
- e. Furnish written specifications for the Medical Equipment, Clinic FF&E, Computer Systems, and all other goods and services necessary to begin your Model's operation.
- f. Offer training as stated in Article 7.
- g. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee.
- h. In our sole discretion, we may have a representative present at the Franchised Location for additional guidance the day before the Clinic opens and two days after, for which you will pay the then-current Opening Help Fee.
- i. Provide you with the information necessary to allow you to work with our bookkeeping service. (Franchise Agreement, Articles 3 and 5).

## **5.3 Services Offered by Us During the Operation**

After opening either Model, we may:

- a. Modify, update, or change the System, including (i) changes to the Healthcare Services offered at the Clinic; (ii) the adoption and use of new or modified lists of authorized and approved suppliers, trade names, trademarks, service marks, or copyrighted materials, (iii) changes to the Operations Manuals; and (iv) authorize new Healthcare Services, products, services, and the like.
- b. Help you coordinate your grand opening activities.
- c. Collect and administer the Brand Development Fees.
- d. Provide feedback from our right to access certain information from your Computer System.
- e. Periodically advise or offer guidance to you about your Clinic's operations.



- f. Conduct quality control visits (both announced and unannounced) and use a “**secret shopper**” program.
- g. Offer additional training, some of which may be mandatory.
- h. At such time in the future, as we deem appropriate, we may hold an Annual Conference during which new ideas and other matters will be discussed.

**Except as stated in this Article, we are not required to offer you any other services.**

## **ARTICLE 6 PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY, AND FRANCHISOR’S OTHER RIGHTS**

### **6.1 Proprietary Information**

a. You acknowledge that you will receive knowledge of our proprietary matters, techniques, and business procedures necessary to operate either Model, without which information you could not effectively and efficiently operate. You further acknowledge that the operating methods used in your Model’s operation are unique and novel to the System.

b. As used here and under both Models, “**Proprietary Information**” includes (i) Persons that are, have been, or will become franchisees or our investors; (ii) our proprietary method of opening, operating, and managing a Clinic; (iii) the identity of, contact information for your Patients understanding our right to keep such Patients with the System after the expiration, termination or Transfer of your Model as permitted by Applicable Law; (iv) the terms of and negotiations relating to past or current franchise agreements; (v) the System including the economic and financial characteristics of the System; (vi) any common law or statutory trademark, trade name, service mark, logo, and copyright rights; (vii) the Patient Lists; and, (viii); the Operations Manuals, the Marks and our licensing rights concerning them, and every other component of the System. Our Proprietary Information may be added to and revised from time to time at our sole discretion. Our Proprietary Information may be added to and revised from time to time in our sole discretion.

c. In consideration of the time and effort that we have spent to create the System, in consideration of the goodwill that has been generated as a result of such efforts, and for other good and valuable consideration, you agree that we retain ownership and control of all components of the Proprietary Information including all Patient Lists. To the greatest extent permitted by Applicable Law, we also retain the right to provide Healthcare Services to the Patients to your exclusion after the expiration, termination, or Transfer of your rights under this Franchise Agreement.

d. Nothing in this Franchise Agreement will be construed to require us to divulge any portion of the Proprietary Information except for purposes of helping you operate your Model.

e. You must not use the Proprietary Information in any other business or capacity other than the operation of your Clinic, and you may disclose Proprietary Information only to those employees, agents, and representatives that must have access to operate your Model.

f. You have the right to use the Proprietary Information only in the Exclusive Territory and only for so long as you will fully perform and comply with all of the conditions, terms, and covenants of this Franchise Agreement and our policies and procedures that we prescribe from time to time.



g. You acknowledge that we have the sole right to license and control your use of every component of the Proprietary Information. You also acknowledge that you have not acquired any right, title, or interest in or to any Proprietary Information component and will not acquire any such interest in the future. You are granted the limited, non-exclusive license to use the same only in the operation of your Model.

h. You will not copy any component of the Proprietary Information unless we authorize it in writing, which authorization may be granted or denied for any reason or no reason.

i. You will not, during any Term of this Franchise Agreement, at any time after a Transfer, or after the expiration or earlier termination of this Franchise Agreement, reveal any component of the Proprietary Information to any Person not otherwise authorized by this Franchise Agreement to see such information, and will implement all reasonable policies and procedures we require to prevent unauthorized use or disclosure of Proprietary Information.

j. We reserve the right to require each Franchisee Party to sign a nondisclosure and non-competition agreement.

k. All goodwill created, generated, or associated with your use of the Proprietary Information inures exclusively to our benefit.

## **6.2. Marks and Copyrights**

a. You are granted the limited and nonexclusive right to use the Marks in connection with the operation of your Model.

b. Except as permitted in the Operations Manuals, you will not use any of the Marks as part of an electronic mail address or in or on Online Sites, and you will not use or register any of the Marks as part of an Internet domain name.

c. Any use of a Mark in advertising must be with our prior written approval as outlined in this Franchise Agreement and the Operations Manuals.

d. You will not directly or indirectly contest nor aid in contesting the validity of the ownership of the Marks, in any manner interfere with or attempt to prohibit our use of the Marks, any component of the System or derivatives thereof, or any of the Proprietary Information or any other name that is or becomes a part of our System; or, at any time interfere with the use of the Marks by our other franchisees or licensees.

e. You further agree to execute all additional documents and assurances reasonably requested by us in connection with our ownership and use of the Marks and agree to fully cooperate with us or any of our other franchisees or licensees in securing all necessary and required consents of any federal or state agency or legal authority.

## **6.3 Infringement**

a. You will promptly notify us in writing of any possible infringement, unfair competition, or similar claims about the Marks or any component of the Proprietary Information.

b. Our IP Affiliate and we will have the right, in our sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use of the Marks, the System, or



the Proprietary Information. Our IP Affiliate and we may commence or prosecute such action in our name and may join you as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and each component of the System. We will determine whether or not we wish to take any action against the third party. You have no right to demand or prosecute any claim against the alleged infringer.

c. Our IP Affiliate and we have the right to control any administrative proceedings or litigation involving a Mark licensed or sublicensed to you.

d. We will indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. We have no obligation to defend or indemnify you if the claim against you relates to your use of the Marks if such use violates the Franchise Agreement.

#### **6.4 Business Name and Contact Information**

a. You will not use the phrase “**Gameday Men’s Health**,” “**Ream**,” “**GD Men’s Health**” or any phrase that may be commercially similar, or any portion of the Marks in the legal name of your corporation, partnership, or any other business entity used in conducting business at or through your Model.

b. You also agree not to register or attempt to register or use a Mark using the above (or words similar to these phrases) without our prior written consent, which may be withheld for any reason or no reason.

c. You may do business as “[YOUR ENTITY NAME] (or other business entity) doing business as Gameday Men’s Health \_\_\_\_\_ (city/county/state)” so long as this is only a “doing business as” or fictitious name designation, and not part of the business entity name.

d. You will not, without our express written permission, use our name, Marks, copyrighted information, or other Proprietary Information on any checks, employee records, employee applications, employee handbooks, or other items delivered to the employee.

e. You understand and agree that your Model’s (and those of the Clinic to the extent permitted by Applicable Law) telephone number(s), URLs, social media locations you use in conjunction with your Model and the Clinic, Online Sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for your Model and the Clinic constitute a part of the System, are our property and not yours, and are subject to the restrictions of this Franchise Agreement. Accordingly, without our written approval, you will not change your Model’s or the Clinic’s telephone number(s), Online Sites, Patient Lists, and email addresses.

f. You will sign the Collateral Assignment of Contact and Electronic Information found in Exhibit 5, which grants us the absolute right to transfer to the contact information identified above. Upon the Transfer, expiration, or earlier termination of this Franchise Agreement, your Model’s and the Clinic’s telephone number(s), URLs, social media locations you use in conjunction with the Clinic, Online Sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for your Model and the Clinic will remain our property.

#### **6.5 Modification, Discontinuation, and Goodwill**

a. If our IP Affiliate or we, in our sole discretion, determine it necessary to modify or discontinue use of any Marks or any portion of the Proprietary Information or the System or to develop



additional or substitutes for any such component, you will, within a reasonable time after receipt of written notice from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution. Failure to do so may result in the termination of the Franchise Agreement.

b. All goodwill associated with the Marks, the Proprietary Information, and any portion of the System, including any goodwill that might have arisen through your activities, will inure directly and exclusively to our, and as applicable, our IP Affiliate's benefit, except as otherwise provided herein or by Applicable Law.

#### **6.6. No Use of Other Marks and other Limitations**

a. No marks, logotypes, trade names, trademarks, or the like other than those specifically approved by us will be used by you in your Model's or the Clinic's identification, marketing, promotion, or operation.

b. You have the right to use the Marks, the System, and the Proprietary Information only in the Exclusive Territory and only for so long as you fully perform and comply with all of the conditions, terms, and covenants of this Franchise Agreement and our policies and procedures that we prescribe from time to time.

c. All other use of the Marks in advertising must be with our prior written approval as outlined in this Franchise Agreement and the Operations Manuals.

#### **6.7 Protection of Marks, System and Proprietary Information**

a. You agree to:

i. Fully and strictly adhere to all security procedures prescribed to protect and maintain the Marks, each component of the System, and all of the Proprietary Information.

ii. Disclose such information to your employees only to the extent necessary to make and market our products.

iii. Refrain from using any component of the Marks, the System, or the Proprietary Information in any other business or any manner not specifically authorized or approved by us in writing.

iv. Exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term of the Franchise Agreement.

b. You and your employees will also refrain from conducting any activity at your Model or the Clinic or taking any illegal action, which could damage or disparage the Marks or negatively impact the reputation and goodwill of the Marks or System.

c. You further agree to execute all additional documents and assurances in connection with the Marks, the System, and any portion of the Proprietary Information as reasonably requested by us and agree to cooperate with us fully or any of our other franchisees or licensees in securing all necessary and required consents of any Governmental Authority (including the USPTO) for the use of the Marks, any portion of the Proprietary Information, or any other component that are or become a part of the System.



d. **Any breach of this Article may result in immediate termination for which no cure is provided.**

## 6.8 Innovations by You

a. During the Initial Term or any Successor Term, you may create, design, or otherwise improve upon any portion of the System, the Marks, the Proprietary Information, or the like (**Innovation**). Any such Innovation is our sole and exclusive property. Upon creating or discovering such Innovation, you will immediately notify us in writing, describing the nature of the Innovation in detail. We have the sole and exclusive right to approve or disapprove of any such Innovation for any reason or no reason. If we approve of it, we may permit you to use the Innovation and may, in our sole discretion, permit any one or more franchisees or company-owned stores to use any portion of the Innovation.

b. You agree that as between you and us, or any third party, we own the right, title, and interest to the Innovation. You agree to take any action necessary to ensure that we obtain such right, title, and interest, so long as such action costs you nothing. To the extent that such ideas, concepts, techniques, or materials include copyrights (whether in common law or registered) or patents, the Innovation will be a “work-made-for-hire.” To the extent the Innovation is not deemed a work-made-for-hire, you expressly assign to us all exclusive right, title, and interest in and to any portions of the Innovation without further consideration or any restrictions, liens, or encumbrances. To the extent any of the rights in and to any Innovation cannot be automatically assigned to us due to Applicable Laws, you will ensure that we are granted an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) to practice such non-assignable rights, including the right to use, reproduce, distribute, and modify any Innovation. To the extent any of the rights in and to such Innovation can neither be assigned nor licensed to us, you irrevocably waive and agree never to assert such non-assignable and non-licensable rights against us or any of our successors in interest. No rights of any kind in or to any Innovation are reserved to or by you, and none will revert to or be reserved by or on your behalf.

c. We are not obligated to pay you for the Innovation, though we reserve the right to do so without incurring the obligation to pay you or any other franchisee for any future Innovation.

## ARTICLE 7 TRAINING

### 7.1 Initial Training

a. For the first franchise awarded to you and before you open, your Principal Operator, your Designated Manager, if any, and your required staff must satisfactorily complete our initial training program within 30 days prior to the date your Clinic is scheduled to open (“**Initial Training**”) at the location we designate. Initial Training is offered as needed to meet the needs of our franchisees but no more often than once each month. You agree to pay us a fee of \$500 for Initial Training, which includes training for up to seven persons, provided they all attend Initial Training at the same time. If this Agreement is not for the initial Clinic in our system, then we are not required to provide Initial Training to you. However, we may require you to complete Initial Training for additional franchises in our discretion, or you may request it, which we will approve in our sole discretion. You must pay us our then-current training fee for all Initial Training that you attend prior to your scheduled Initial Training.

b. Prior to opening your Clinic, each of your Medical Professionals and Clinic Director (the “**Medical Team**”) must complete our then-currently required medical training (“**Medical Training**”) provided by our approved training vendor at the location we designate. Under the DCO Model, you will



pay our medical training vendor directly for the cost of your Medical Team to complete Medical Training. Under the MSO Model, you Medical Professional will pay the fees owed to the medical training vendor.

c. We reserve the right to waive a portion of the Initial Training or alter the schedule in our sole discretion based on the experience of your attendees. We reserve the right to vary the length and content of Initial Training and Medical Training as we deem appropriate in our sole discretion. We shall determine the scheduling, exact duration, contents and manner of Initial Training and Medical Training in our discretion and may delay your attendance until a suitable time near the grand opening date for your Clinic in our discretion. All training may be offered in-person or virtually in our sole discretion.

d. You pay for all transportation and living expenses incurred while attending all training programs.

e. If you or your designated trainees fail to complete training to our satisfaction, we have the right to terminate your Franchise Agreement though all covenants of that agreement that must survive termination will survive.

f. We will make the virtual portion of Initial Training available to replacement or additional Designated Managers, Principal Operators or required non-medical staff that we designate during the Term. If you replace or hire an additional Designated Manager, Principal Operator or staff member during the first 90 days following the opening of the Clinic, the new persons must attend the in-person shadow days and virtual portion of the Initial Training. During the first year following the opening of the Clinic, the in-person shadow days portion of Initial Training is available to such replacement or additional trainees, but it will be optional after the first 90 days following the opening of your Clinic. In-person shadow days will no longer be offered after your Clinic's first 12 months of operation. We reserve the right to charge our then-current Additional Personnel and Transferee Training Fee. You will also pay for any transportation and living expenses incurred during attendance at this training. The availability of this training is subject to space considerations and prior commitments to other franchisees.

g. If you propose Transferring your Model or any interest in your franchise rights, part of our approval process requires the transferee to attend Initial Training and pay the then-current Additional Personnel and Transferee Training Fee.

## **7.2 Additional Training, Seminars, and Other Education Development Programs**

a. We may provide additional training at our discretion, and some of this training may be mandatory. Additional training can occur at any time and may include in-person training at your location, our location, or online. We will notify you of additional training and any fee to be charged.

b. You may request additional operating assistance. If we agree to deliver the same, you will pay our then-current Optional Training or Assistance Fee. We may increase these fees at any time by any amount after giving you no less than 60 days' prior written notice.

i. If we travel to you, in addition to the Optional Training or Assistance Fee, you will pay for our travel, room, and board. If we send more than one trainer, you will pay our then-current daily fee for each additional trainer plus their travel room and board.

ii. If you travel to us, the Optional Training or Assistance Fee will apply, and you will bear these costs for your travel, room, and board.

iii. In our sole discretion, this training may be delivered virtually.



c. We may provide bulletins, brochures, manuals, and reports, from time to time, regarding new developments, techniques, and improvements in Healthcare Services delivered to Patients and your Model's operation.

d. When we deem it appropriate, we may hold an Annual Conference at which attendance may be mandatory. You will be responsible for paying all expenses for travel, accommodations, food, and other expenses incurred. Though none is now required, we may require you to pay an Annual Conference Attendance Fee in the future. We will notify you of this fee at least 60 days before the Annual Conference date, and reserve the right to increase the Annual Conference Attendance Fee in the future. When it is known, you will be provided with the duration and location of such Annual Conference, the identities of those Persons who will present information at the Annual Conference, and the content of any seminars or information that will be delivered. Any Annual Conference will be held at a location we determine. We also reserve the right to restrict franchisees from attending based on past performance, previous defaults and other factors in our sole discretion.

e. If we hold them, any local or regional meetings will last between one and two days and will be held at a location we determine that will be within a reasonable commuting distance from you. Any instructors at such meetings will be Persons we determine whose identities and backgrounds will be disclosed to you before the meeting.

### **7.3 Medical Personnel Continuing Education and Employees and Employee Training**

a. The Initial Training and other training we offer is not intended to and does not provide any medical training or continuing education that Applicable Law may require of Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Healthcare Services and other services to Patients. You are solely required to enforce this requirement. If you breach this requirement, we reserve the right to terminate this Franchise Agreement without granting the opportunity to cure.

b. Your employees are not our employees. You are exclusively responsible for the performance of all matters concerning your employees, including hours worked, scheduling, paying taxes, purchasing workers' compensation insurance, and following all Applicable Law concerning the employer-employee relationship. By way of example and not limitation, we provide no advice, direction, or control over wages, benefits, hiring policies, supervision, promotion, discipline, termination procedures, scheduling, relationships, employee bookkeeping or records, and the like.

c. You are solely and exclusively responsible for properly training all employees in your Model's operation and management.

d. You may not, under any circumstances, use our name, Marks, copyrighted information, or other Proprietary Information on any checks, employee records, employee applications, employee handbooks, or other items delivered to the employee.

e. Under the DCO Model, you will post a sign in the Clinic acknowledging that the Clinic is independently owned and operated and acknowledging the status as your employees.

f. Under the MSO Model, you will confirm with all Clinic personnel that you are independent of its medical operations and are present only to provide non-medical independent-contractor management services. We may require you to post notices in the Clinic that confirm the same.



## **ARTICLE 8 QUALITY CONTROL**

In addition to all other obligations and representations of yours that are outlined in this Franchise Agreement:

### **8.1 System Compliance**

- a. You agree to use the Marks, System, Operations Manuals, and the Proprietary Information and adhere to our standardized design and specifications for operating your Model.
- b. You will follow the System, the Operations Manuals, and all other procedures we created and provided to you from time to time. You will not alter, change, or modify the System in any way without our prior written approval that we may grant or deny for any reason or no reason at all.
- c. You will use the System, Marks, Manuals, and Proprietary Information only for your Model's operation and will not use them in connection with any other line of business or any other activity.
- d. You will conduct no business at your Model or the Clinic other than that authorized under this Franchise Agreement.
- e. Your employees and you will not conduct illegal activity at or through your Model.
- f. You will only offer the Healthcare Services and other services or goods we approve. You will refrain from selling or offering for sale any other services or products of any kind or character without first obtaining our express written approval, which will be granted or denied for any reason or no reason at all.
- g. You will purchase from our Affiliates, our approved vendors, or us, the Branded Products and other goods and services we require to be purchased from the same.
- h. You will comply with all other contracts you enter into concerning your Model's operation with the understanding that your breach and failure to cure the breach of any material contract could result in the termination of this Franchise Agreement.
- i. You will refrain from engaging in any trade practice or other activity that we determine to be a deceptive trade practice, harmful to the goodwill of the System or Marks, or that may reflect unfavorably on your reputation or that of other franchisees or us.
- j. You will undertake the maintenance of the Clinic as often as necessary to maintain a clean, safe, and hygienic location and present a first-class image to the public.
- k. You agree to cooperate and assist us with Patient and marketing research programs that we may institute from time to time. Your cooperation and assistance include distributing, displaying, and collecting Patient comment cards, questionnaires, and similar items.

### **8.2 Compliance with Applicable Laws**

- a. As stated in Article 1, the operation of the Clinic and the delivery of the Healthcare Services are highly regulated. As a material inducement for awarding franchise rights to you, you agree,



i. to comply with all Applicable Laws that regulate or affect the operation of your Model.

ii. you, and not we, are required to determine the Governmental Agencies with jurisdiction over the Clinic or its management and the identity and scope of all Applicable Laws and will adhere to the same.

b. You will enforce all applicable health and safety standards under Applicable Law.

c. **WE WILL NEVER PROVIDE OR DELIVER INFORMATION, DIRECTIONS, OPINIONS, MEDICAL DIRECTIVES, TREATMENT PLANS, OR PRESCRIPTION ADVICE AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY MEDICAL PROFESSIONALS.**

### **8.3 Inspections**

a. Subject to all privacy obligations you must maintain with Patients and under Applicable Law,

i. you consent to reasonable inspections and audits at your management offices and the Clinic during normal business hours. As a result of such audits, we may find matters that require immediate attention. In such an event, you will update, revise, and change the Clinic, its practices, your management practices, or any other aspect of your Clinic's operation necessary to comply; and

ii. you will permit our agents or us at any reasonable time to remove from the Clinic samples of consumable inventory, medications (to the extent permitted by Applicable Law), and similar items without payment and in amounts reasonably necessary for testing by an independent laboratory or us. The samples will be used to determine whether each meets our then-current standards and specifications. In addition to any other remedies available to us under this Franchise Agreement, we may require you to bear the cost of such testing if the sample fails to conform to our specifications.

b. To the extent that any inspection or audit requires immediate remediation to ensure the safety of Patients, medical staff, Medical Professionals, and employees, you will do so as quickly as possible and at your sole expense. In addition, to the extent that such audit or inspection determines that the matter uncovered was an intentional breach of this Franchise Agreement, any Governmental Authority, or Applicable Law, we have the right to immediately terminate your rights under this Franchise Agreement with any right to cure.

### **8.4 Staffing, Appearance, and Patient Service**

a. You must at all times have an adequate staff of Medical Professionals and others sufficient to provide all of the Healthcare Services and to satisfy Applicable Law. A Medical Professional must be available (in person, by phone, or another communication method) if required to satisfy Applicable Law.

b. You will give prompt, courteous, and efficient service to your Patients to preserve, maintain, and enhance the reputation and goodwill of your Model and the System.

c. You must have all personnel wear clean uniforms (subject to Applicable Law) conforming to such specifications we may designate, including color and design. All staff members must present a clean and neat appearance.



d. Under the DCO Model, you must purchase from an approved vendor, Affiliate, or us and must then maintain during each Term an adequate supply of products consumed in the Clinic's operation, including personal protective devices, dressings, disposable sharps, supplies, and all other items necessary to operate the Clinic from day to day. Under the MSO Model, you will audit the Medical Professional to ensure that the Person has adequate supplies of the same at all times.

e. You will hire sufficient employees and other staff necessary to operate the Clinic at its maximum capacity.

f. You will have no jukeboxes, games of chance, video games, newspaper racks, children's rides, telephone booths, cigarettes, gum, candy, or other vending machines installed in or at the Clinic.

### **8.5 Timely Delivery of all Reports and Fees**

You will timely deliver all reports and fees as required in this Franchise Agreement or the Operations Manuals.

### **8.6 Compliance with all Terms of this Franchise Agreement**

You agree to comply with all covenants and duties placed upon you by this Franchise Agreement.

### **8.7 Hours of Operation**

Unless otherwise mutually agreed in writing or required by Applicable Law, you must operate the Clinic during such hours, and on the days the Operations Manuals require. All days and hours of minimum required operation are subject to change at our discretion.

### **8.8 Modification, Pricing, and Gift Cards**

a. We may reasonably change or modify the System, the Operations Manuals, the Marks, and Proprietary Information, and you agree to accept, be bound by, use, implement, and display any such changes. You will make whatever expenditures are reasonably required to implement the same.

b. We currently do not set minimum or maximum prices for any products, goods, or services, but reserve the right to do so in the future. We may also suggest pricing schedules from time to time. **Using our suggested prices does not infer that you will optimize Gross Revenue or profits.**

c. We do not now, but may in the future require all franchisees and you to participate or maintain participation in gift card, coupon, or customer incentive programs. If we do this, we will give you no less than 30 days' prior written notice.

### **8.9 Disclosure**

We can disclose any information concerning your franchise and your Model in our disclosure documents, including your name, address, telephone number, financial, and other information.



## 8.10 Variances

a. We may approve exceptions or changes in and to the uniform standards when we believe it necessary or desirable under particular circumstances. You have no right to object to such variances or obtain the same variances for yourself.

b. From time to time, we may also allow certain services or products not otherwise authorized for general use as part of the System to be offered locally or regionally based on such factors as we determine, including market testing, your qualifications, and regional and local differences.

## 8.11 Membership Programs

You agree to only sell memberships on the terms and conditions that we specify which we may change in our sole and absolute discretion. You agree that all membership agreements signed by your customers are subject to our written approval and that we may revoke our approval. The membership agreements to be signed may be required to include, among other things, the forms you use must be approved by us. We may require, among other terms, that the membership agreement include a reciprocity provision that permits members from your Clinic to use other facilities and permits another facility's members to also use your Clinic; (ii) a waiver and release of all known and unknown claims against us and our affiliates and subsidiaries, and our their respective members, officers, directors, agents and employees and (iii) a statement identifying that your Clinic is an independently-owned franchised location. You acknowledge and agree that we also have the right to prohibit or cancel memberships you sell that will expire beyond the expiration date of the Initial Term of this Franchise Agreement or any exercised Successor Franchise Term. You are responsible for all refunds or liabilities to its members due to the cancelation of memberships as provided in this section.

## 8.12 No Warranties

Any products, goods, services, inventory, or equipment purchased by you through us or our Affiliates will be subject only to manufacturers' warranties. **OUR AFFILIATES AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE MEDICAL EQUIPMENT, CLINIC FF&E, CONSUMABLES, OR PRODUCTS PURCHASED BY YOU FROM AN AFFILIATE, AN APPROVED SUPPLIER, OR US, AND YOU SPECIFICALLY WAIVE ANY WARRANTIES, EXPRESS OR IMPLIED OF ANY NATURE OR KIND TO THE FULLEST EXTENT PERMITTED BY STATE OR FEDERAL LAW.**

## 8.13 Non-Compliance Fee

You acknowledge the importance of every standard and operating procedure to the reputation and integrity of the System and the goodwill associated with the Marks. In the event we become aware that your Business is not in compliance with any required standards, we shall send you written notice of your default or non-compliance. In addition to our other rights and remedies, you will be required to pay a non-compliance fee of up to \$500 per occurrence plus up to \$100 per day that your Business remains out of compliance following the cure period that we provide in your notice until the earlier of the date: (i) you bring your Business back into compliance; or (ii) we terminate this Franchise Agreement. This non-compliance fee will be paid by you to the Brand Development Account. Nothing in this Section shall limit or waive any right we have under this Franchise Agreement including our rights to termination.



## **ARTICLE 9 TRANSFERS**

### **9.1 Sale or Assignment by Us**

a. This Franchise Agreement and all rights and obligations under it are fully saleable, assignable, and transferable by us. If sold, assigned, or transferred, the terms of this Franchise Agreement will be binding upon and inure to the benefit of our successors and assigns.

b. We may be sold or may sell any portion of or all of our System, Proprietary Information, or other assets to a competitor or any other entity. Also, we may go public, engage in a private or other placement of some or all of our securities, and merge, be acquired, or acquire other entities or assets that may be competitive with the System. We may undertake any refinancing, leveraged buy-out, or other transaction. We may also change our business structure and add and remove equity owners at will. You waive all claims, demands, and damages concerning any transaction allowed under this Section or otherwise. You will fully cooperate with any proposal, merger, acquisition, conversion, sale, or financing.

### **9.2 Transfer by You**

a. This Franchise Agreement is personal to you and has been signed by us in reliance on and in consideration of your qualifications and representations. Therefore, this Franchise Agreement, any of its rights or privileges, or your assets (outside the normal course of business), any equitable, capital, voting, non-voting, or other interest in you may be Transferred or divided in any manner by you or anyone else only with our express written permission.

b. The term “**Transfer**” includes the voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition by you (or by any of your equity owners) of any interest in (i) this Franchise Agreement; (ii) the equity ownership as stated in Exhibit 1 that results in a Change of Control; or (iii) any assets of your Model (other than in the normal course of business). A “**Transfer**” also includes (iv) a transfer as a gift to any Person; (v) a transfer resulting from a divorce, insolvency, or business-entity dissolution proceedings; (vi) by operation of law; (vii) in the event of the death, transfer or disposition by will or under the laws of intestate succession; (viii) by the declaration of or transfer in trust; (ix) the pledge of any of interests described in this paragraph as a security interest; (x) as the result of any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of you; and, (xi) by any other direct or indirect means. The “**Proposed Transferee**” is the Person that intends to purchase any such interest under a permitted Transfer.

c. To obtain written approval for a Transfer, you will provide us with all documentation relating to the “**Proposed Transfer**,” including the exact terms of the agreement and any written information or documents about the Proposed Transferee. We will notify you of our decision within 30 days after receiving all of the requested information. The proposed Transfer is disapproved if we do not respond within these 30 days.

d. If a Proposed Transfer is only among existing natural-person franchisees, existing shareholders or members of a corporation, limited liability company franchisee or other business entity, or among existing partners of a partnership franchisee, and if there is no Change of Control, then there will be no Transfer Fee, we will not be entitled to exercise our “**Right of First Refusal**” which is described below, but we may require the Proposed Transferee to sign a guaranty if they have not already done so. However, all other conditions required to approve a Proposed Transfer will apply. If the Proposed Transfer does not meet one or more of these requirements, the payment of the Transfer Fee applies, we reserve the right to exercise the Right of First Refusal. All other conditions to the approval of a Proposed Transfer will apply.



e. Each certificate of a corporate or limited-liability-business-entity franchisee will have endorsed upon its face a legend stating that the Transfer thereof is subject to the restrictions of this Franchise Agreement. You agree to provide us with a copy of each such certificate to ensure compliance with this provision.

### 9.3 Conditions to Approval of any Transfer

a. In determining the acceptability of the Proposed Transferee, we will consider, among other things, our then-current standards for new franchisees, including the net worth, creditworthiness, background, training, personality, reputation, and business experience of the Proposed Transferee, the terms and conditions of the Proposed Transfer, and any circumstances that would make the Proposed Transfer contrary to our Reasonable Business Judgment or the best interests of the System.

b. We may meet with the Proposed Transferee and candidly discuss all matters relating to the Franchise Agreement and your Model. You or a Proposed Transferee will not rely on us to review or evaluate any Proposed Transfer. We will not be liable to you, the Proposed Transferee, or any other Person relating to the Transfer because of such review.

c. As conditions to any Transfer, you agree as follows,

i. you will notify us of the Proposed Transfer by sending us written notice and by enclosing a copy of the written offer from the Proposed Transferee;

ii. you will also notify the Proposed Transferee that we will be reviewing the Proposed Transfer;

iii. you must be in Compliance with this Franchise Agreement and not be in default hereunder at the time you request the Transfer;

iv. all accounts payable and other monetary obligations to Affiliates, any subsidiaries, or us must be paid in full;

v. you must have timely submitted all required reports, financial statements, and other documents;

vi. if approved, the Proposed Transferee must sign the then-current form of the franchise agreement, **which may contain terms, covenants, and conditions that are significantly different from those found in this Franchise Agreement;**

vii. the Proposed Transferee must attend Training and pay our then-current Additional Personnel and Transferee Training Fee. The Proposed Transferee will also pay for his travel, room, and board expenses for such training;

viii. you must pay the Transfer Fee; and,

ix. you and each of your owners must execute the then-current form of general release for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. A copy of the now-current form of general release is attached as Exhibit 6.



d. Regardless of the Transfer, all covenants found in this Franchise Agreement that must survive such Transfer to remain enforceable, including any post-term covenant not to compete, any indemnification covenants, confidentiality obligations, and the provisions relating to dispute resolution will survive and continue to be your obligations. This means that you may remain liable for such violations and may be required to indemnify us as a result.

#### **9.4 Invalidity of Transfers**

a. An Involuntary Transfer or any attempt by you to complete a Transfer in violation of this Franchise Agreement is not binding on us and is grounds for termination without the right to cure.

b. You agree not to grant a sub-franchise under this Franchise Agreement or otherwise license or permit others to use this Franchise Agreement, the Clinic, or any of the rights derived by you under this Franchise Agreement.

c. You agree that using this Franchise Agreement as security for a loan or otherwise encumbering this Franchise Agreement is prohibited unless we specifically consent to any such action in writing before the proposed transaction.

#### **9.5 Death or Incapacity**

Upon your death or Permanent Disability, the executor, administrator, conservator, guardian, or personal representative of such Person will Transfer your interest in this Franchise Agreement and such interest in the business-entity Franchisee to an approved third party who may be the heirs or successors of the deceased or disabled individual. Such disposition (including Transfer by operation of law, intestacy, bequest, or inheritance) must be completed within a reasonable time, not to exceed 180 days from the date of death or Permanent Disability, and is subject to all terms and conditions applicable to Transfers contained in this Article as though the Proposed Transferee was being introduced to us by the deceased or Permanently Disabled Franchisee; provided, however, that for purposes of this Section, there no Transfer Fee will be charged.

#### **9.6 Right of First Refusal**

To the fullest extent permitted by Applicable Law, if you receive a proposal to Transfer or you wish to Transfer, you agree the same is subject to our 30-day right of first refusal (**Right of First Refusal**) to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written offer for the Transfer, provided, however, the following additional terms and conditions shall apply,

a. you will notify us of such offer by sending a written notice to us enclosing a copy of the written offer from the Proposed Transferee;

b. the 30-day Right of First Refusal period will run concurrently with the period in which we have the right to accept or not accept the Proposed Transferee;

c. such Right of First Refusal is effective for each Proposed Transfer, and any material change in the terms or conditions of the Proposed Transfer shall be a separate offer on which a new 30-day Right of First Refusal shall be given to us. If there is any change to the terms of the sale after you submit the signed, written offer, then you acknowledge and agree that our Right of First Refusal will restart and you must submit the new written offer to us, and you further agree that the Transfer cannot be completed until you have done so;



d. if the consideration or manner of payment offered in a Proposed Transfer is such that we may not reasonably be required to furnish the same, we may purchase the interest for the reasonable cash equivalent. If the Parties cannot agree within a reasonable time on the cash value of the consideration proposed to be paid by the Proposed Transferee, an independent appraiser shall be designated by us, whose determination will be binding upon the Parties. All expenses of the appraiser will be paid equally between us; and

e. If we choose not to exercise the Right of First Refusal, or if Applicable Law prohibits our exercise of this right, you will be free to complete the Transfer, subject, however, to your compliance with this Article. Our failure to reply to such Right of First Refusal within the 30 days means we have waived our Right of First Refusal. Unless specifically prohibited by Applicable Law, we may exercise our rights under this Section to operate under either Model.

### **9.7 Transfer After Retaking Possession**

a. In some cases, you will make a Transfer under this Article but will agree to finance part of the consideration offered to you by the Transferee. In such an event, you may agree that if the Transferee fails to perform under your financial arrangement, you can retake possession of your Model. In such circumstances, and even though we may have approved of the original Transfer after reviewing the transfer documents, if you retake possession of the Model, you will be permitted to operate it temporarily and as though you were the Designated Manager under the Transferee's franchise agreement. In such an event, you must apply to us within 30 days of retaking possession as a new Proposed Transferee. We will then have the right to evaluate granting you new franchise rights in the same manner as we would a Proposed Transferee. This evaluation will include a review of the situation using our Reasonable Business Judgment. We will also have the rights granted under Article 9.

b. **IN SOME CASES, WE MAY NOT APPROVE OF YOU AS A TRANSFEREE, THE RESULT BEING THAT YOU WILL BE REQUIRED TO CLOSE THE BUSINESS. THERE IS NO GUARANTEE OF APPROVAL BY US.**

## **ARTICLE 10 DEFAULT AND TERMINATION**

### **10.1 Termination by Franchisor - Effective upon Notice**

**Unless otherwise stated, the terms of this Article apply to both Models.**

Subject to your state's law concerning the termination of a franchise relationship (if any), we have the right, at our option and in our sole discretion, to (i) terminate this Franchise Agreement and all rights granted you hereunder; (ii) to terminate your right to operate your Model without terminating this Franchise Agreement; or, (iii) to exercise any other rights that we may have in law or equity all without affording you a right to cure (unless otherwise stated) upon the occurrence of any of the following events (each of which shall constitute a material event of default under this Franchise Agreement):

a. You cease to operate your Model or otherwise abandon your Model for 14 consecutive days, or any shorter period that indicates your intent to discontinue operation, unless and only to the extent that an act of Force Majeure suspends full operation of your Model.

b. You become insolvent, as that term is commonly defined using generally accepted accounting principles, consistently applied; are adjudicated a bankrupt; if any action is taken by you or by others against you under any insolvency, bankruptcy, or reorganization act; or if you make an assignment



for the benefit of creditors or a receiver is appointed by you. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq. If, for any reason, this Franchise Agreement is not terminated under this Article 10, and the Franchise Agreement is assumed, or assignment of the same is made to any Person that has made a bona fide offer to accept Transfer of the Franchise Agreement under the U.S. Bankruptcy Code, then we will be given no less than 20 days' notice of such Proposed Transfer setting forth, (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption; and, in any event, within ten days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will thereupon have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of this Franchise Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Franchise Agreement.

c. You are made subject to a material judgment or award (or several judgments or awards which in the aggregate are material) which remain(s) unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed) or if execution is levied against your Model, any of the property used in the operation of your Model, or the business entity franchisee and is not discharged within five days.

d. You are convicted of, or plead no contest to, a crime involving moral turpitude; are convicted of, or plead no contest to, a felony of any nature; or are or are arrested for, convicted of, or plead no contest to, any other crime (whether a misdemeanor, or felony) or civil offense that is reasonably likely, in our sole opinion to unfavorably affect the System, Marks, Proprietary Information, or the goodwill or reputation thereof.

e. You fail to follow Applicable Law concerning any aspect of the operation and management of your Model or are issued a citation or other notice of violation or breach of one or more Applicable Laws and then fail to cure the same within the time permitted by Applicable Law or the notice. If, however, the breach of Applicable Law allows no right to cure, we will exercise our rights under this Article immediately and without granting any additional cure rights. If your failure to follow Applicable Law is intentional, then regardless of the language of the Applicable Law regarding cure or the allowance of any other remedy, we retain the option in our sole discretion to terminate your rights under this Franchise Agreement immediately and without any right to cure.

f. Your Medical Professionals or other medical staff fail to complete continuing education, resulting in such Person losing the right to perform their duties at the Clinic.

g. You breach any term, covenant, or condition of your MSA, resulting in you being denied the right to manage the Clinic (whether temporarily or permanently).

h. You fail to pay any Royalties, advertising fees, or any other amounts due us, including any amounts which may be due as a result of any other agreements between you and us, within five days after receiving notice that such fees or amounts are overdue.

i. You misuse or fail to follow our direction and guidelines concerning the use of, and the confidentiality of, the Marks, any component of the System, or any Proprietary Information, and fail to correct the misuse or failure within five calendar days after notification from us. If your violation of this subparagraph is intentional, there will be no five-day right to cure the breach.



- j. You intentionally or negligently disclose any component of the System, the Marks, or any of the Proprietary Information to any unauthorized Person.
- k. During a Term, you received two written notices of default as to any term, covenant, or condition (or a combination thereof) of this Franchise Agreement and are again in default of the same or any other term, covenant, or condition of this Franchise Agreement, even if all prior breaches were timely cured;
- l. You attempt to or actually complete a Transfer without permission or suffer an Involuntary Transfer or otherwise violate the terms of Article 9.
- m. You violate any Applicable Law related to your relationship with your medical staff, Medical Professionals, or other staff or employees.
- n. You made any misrepresentations relating to the acquisition of your rights under this Franchise Agreement.
- o. You violate any covenant or condition of Section 1.6 above.
- p. You violate any term, covenant, or condition of your lease, resulting in the loss of your tenancy.
- q. An inspection of your records disclosed an understatement of payments of 3%. If the inspection reveals an intentional understatement, then regardless of the percentage it bears to your Gross Revenue, the same will be a breach for which no cure is given.
- r. You violate any other term, covenant, or condition of this Franchise Agreement that contains its own cure (or no-right-to-cure) provision and then fail to cure within the time provided therein.
- s. You engage in any unauthorized business or business practice or sell any unauthorized Healthcare Services, products, or other services under your Model or from the Clinic.
- t. You engage in any activity, take any action, fail to take any action, fail to pay taxes, fail to pay employees, or otherwise, the consequence of which has an adverse effect on the System, the Proprietary Information, or the Marks, or which otherwise disparages the System, the Proprietary Information or Marks or the goodwill associated with them.
- u. There is a violation of subparagraph 10.3 below.
- v. You fail to deliver any reports or documents due under this Franchise Agreement and then fail to cure the same after receiving written notice giving you ten days to cure the same.
- w. You fail to add new Healthcare Services, goods, other services, technology, or changes to the System after we have notified you in writing.
- x. You fail, refuse, or neglect to obtain prior written approval or consent as this Franchise Agreement requires.
- y. We must exercise our indemnification rights under Article 14.



z. Your Medical Professionals, medical staff, you, and any other Person required to carry insurance fail to purchase or maintain such insurance.

### **10.2. Termination by Us - Ten Days' Notice**

a. We have the right to terminate this Franchise Agreement (subject to any state laws to the contrary, in which case such state laws will prevail) effective upon 10 days' written notice to you if you breach any term, covenant, or condition of this Franchise Agreement not otherwise identified in Section 10.1 and fail to cure the default during the 10 days, each of which shall constitute a material event of default under this Franchise Agreement.

b. After the passage of the 10 days without a cure, this Franchise Agreement will terminate without further notice to you.

### **10.3 Cross Default**

a. If you are a party to any other agreements with us or an Affiliate (except for an Area Development Agreement), and if such agreement is breached and not timely cured within the period permitted in such document with the result being the termination of that agreement, we have the right to terminate this Franchise Agreement and all other franchise agreements without affording you any additional right to cure.

b. If you violate the terms, covenants, or conditions of any other contract or agreement with a third party (including the MSA) that is unrelated to us but which is material to the operation of the Clinic, including any real property or equipment lease (**Third Party Contract**), and fail to cure any such breach within the time permitted under such Third Party Contract, and as a result, you are unable (i) to manage or operate your Model in the manner that you were able to before the breach of the Third Party Agreement; or (ii) to operate any Model under a separate franchise agreement, then upon termination of said Third Party Contract, this and all other franchise agreements with us may, in our sole and exclusive discretion, also be terminated at the same time as the Third Party Contract terminates. You will provide us with immediate notice in the event of the termination of such a material agreement.

### **10.4 Diligent Pursuit of Cure and Applicable Law Limitations**

a. If the breach is one for which cure is provided above, and if you undertake the cure within three days of the date that you receive our notice, and if you continue to pursue such cure in good faith but are unable to complete the cure within the period provided in this Franchise Agreement, you will be given up to an additional 30 days after the end of the first cure period within which to complete such cure. If you fail to pursue the cure during this additional period or are unable to complete such cure within this additional time, then we have the right to terminate the Franchise Agreement without further notice to you.

b. We retain the right, in our sole discretion, to grant extended time to cure. In such an event, however, we will not have waived our rights to later strictly enforce any right to cure, to deny you the right to cure a future breach for which no cure is provided, or to take such action as is allowed to us by this Franchise Agreement if you fail to cure during the extended period granted to you.

c. If the Event of Default is one for which cure is provided, then during the period of cure, we have the right to suspend our performance of any of our obligations under this Franchise Agreement, including the supply of any online services, online advertising, web-page hosting, and the sale or delivery of any goods, services or products until you correct the breach. If, however, providing our services to you



is necessary for you to pursue and complete cure, then we will not withhold such services but will continue the same to allow you to complete such cure.

**d. If the right to cure is provided under this Franchise Agreement, but Applicable Law allows or requires a shorter cure period or denies a cure at all, then Applicable Law will apply, and your right to cure may be curtailed or extinguished.**

## **10.5 Our Rights to Damages**

Upon your failure to cure an Event of Default within the time specified above, or if no cure is provided, we may proceed to enforce any or all of the following non-exclusive remedies or any other remedy, claim, cause of action, award, or damages allowed by law or in equity, with the understanding that the pursuit of one remedy is not an election of remedies to the exclusion of others, and is not a waiver by us to pursue additional remedies as all remedies are cumulative and are not exclusive:

a. Bring one or more actions for, lost profits as measured by the Royalties and other fees that would have been due and payable had a breach not occurred; penalties and interest as provided for in this Franchise Agreement; and for all other damages sustained by us because you breached this Franchise Agreement.

b. Accelerate the balance of any outstanding installment obligation due and bring an action to collect the entire accelerated balance.

c. Subject to the terms of Article 16, bring an action for a temporary or permanent injunction or for specific performance to stop you from engaging in prohibited actions, including (i) improper use of the Marks or System; (ii) unauthorized assignment of the Franchise Agreement; (iii) violation of any of the restrictive covenants; and (iv) your failure to meet or perform your obligations at the expiration, earlier termination or Transfer of this Franchise Agreement.

d. Terminate this Franchise Agreement and proceed to enforce our rights under the appropriate provisions, including our right to obtain damages.

e. We also have the right to refrain from terminating this Franchise Agreement, but retain the right to enforce our rights to deny your use of the Proprietary Information or the right to operate your Model, and in so doing, retain our rights to current and future damages (as the same may be proven).

f. If you operate your Model after Transfer, termination, or expiration, use any of the Marks or any component of Proprietary Information or System, or violate any covenants that survive such expiration, earlier termination, or Transfer, then, in addition to any remedies provided above, and in addition to any other remedies in law or equity (all of which will be cumulative and will not be deemed to be an election of remedies to the exclusion of other remedies), our remedies will include recovery of the greater of, (i) all profits earned by you in the operation of a business using our Marks or any component of the Proprietary Information or System; and (ii) all other damages as may be proven.

g. Notwithstanding anything in this Franchise Agreement to the contrary, to the extent that state law requires us to purchase some or all of your assets at Fair Market Price upon the expiration or termination of this Franchise Agreement, we agree to repurchase your assets at their Fair Market Price.



## **10.6 Waiver of Jury Trial and Certain Damages**

### **a. YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.**

**b. Each Party agrees that it has the right to seek damages in addition to the actual monetary loss that can be proven, including consequential, exemplary, and punitive damages. Being advised of the same, we each waive such damages that may be in addition to any actual monetary damages suffered even if either of us is informed that such damages may be available, except if you are required to indemnify us under Article 14 and if as a result of the action underlying the indemnification, such damages are awarded to the injured party, then you agree that indemnification will cover such damages. If such damages are awarded through arbitration regardless of the terms of this Franchise Agreement, and if such award is not deemed to be outside the scope of what is permitted by this Article or this Franchise Agreement, then any constitutional, statutory, or other limitations on punitive, exemplary, multiple, or similar damages will apply.**

## **10.7 State or Federal Law Prevails**

If any mandatory provisions of governing state law prohibit termination of this Franchise Agreement as described here, or if the same otherwise limit our rights to terminate by imposing different rights or obligations as are found herein, then such mandatory provisions of state law will be incorporated into this Franchise Agreement by reference and will prevail over any inconsistent terms. If no such law exists, or if such law exists but permits you to agree to abide by the termination provisions as set forth herein instead of that state law, then you and we will be subject to the terms of this Franchise Agreement. If by electing the alternative dispute resolution provisions of Article 16, it is determined your, and our choice of law, venue, jurisdiction, and other provisions preempt Applicable Law to the contrary, then the choices made by you and us will prevail to permit the limitations identified in this Franchise Agreement.

## **10.8 Independent Covenants**

a. You agree that you will not withhold payments of Royalties, advertising fees, or any other amounts of money owed to us for any reason, even including a claim by you of the alleged nonperformance by us of any obligation hereunder.

b. All terms, covenants, and conditions in this Franchise Agreement are independent of each other.

## **10.9 Action Against Franchisor**

Subject to the limitations of actions as found in this Franchise Agreement that requires you to take any action before the expiration of the time limit found therein, before starting any dispute resolution procedure against us or any of our officers, agents, or employees, you agree first to give us or our officers, agents, or employees 60 days' prior written notice and an opportunity to cure any alleged act or omission within that time. If such an act or omission cannot be cured within the 60 days, and we or our officers, agents, or employees diligently pursue cure, you will give us or our officers, agents, or employees an additional 30 days to complete the cure. If we fail to complete such a cure in a timely fashion, you have such rights as permitted under this Franchise Agreement.



**ARTICLE 11**  
**OBLIGATIONS OF FRANCHISEE UPON TRANSFER, TERMINATION, OR EXPIRATION**

**11.1 Obligations**

Upon a Transfer, termination, or expiration of this Franchise Agreement, you will cease to be a licensed Franchisee and will immediately,

- a. pay for all product purchases, advertising fees, and other charges and fees owed or accrued to us;
- b. refrain from holding yourself out as a franchisee and immediately cease to advertise or in any way use the System, the Marks, any materials, designs, logos, methods, procedures, processes, and other commercial property and symbols or promotional materials provided by or licensed to you by us;
- c. take all steps necessary to disassociate yourself from the System and your Model, including modifying the interior or exterior of the Franchised Location to distinguish it from the standard or common appearance of franchised Clinics and removing signs and destroying all letterhead;
- d. take such action as is necessary to amend or cancel any assumed name, fictitious name, business name, or equivalent registration which contains any trade name or Mark of ours or in any way identifies you as being affiliated with the System;
- e. notify all suppliers, utilities, creditors, and concerned others that you are no longer affiliated with us, the System, or the Franchise, and provide proof to us of such notification; and,
- f. within seven calendar days, return to us by first-class, prepaid, certified, return receipt requested, United States Mail, all Manuals (including originals and any copies), all training, advertising, promotional aids, materials, and all other printed materials concerning the operation of your Model and the Patient Lists.
- g. We will also exercise our rights under the Collateral Assignment found in Exhibit 5. If the telephone company, website manager, hosting agent, and other listing or Internet agencies fail to accept the Collateral Assignment, this covenant serves as your election of us as your attorney-in-fact (coupled with an interest) as evidence of our exclusive rights in and to the same. If your state requires specific information be included in this Franchise Agreement or a particular document be executed to perfect our rights as your attorney-in-fact, you and we agree that this Franchise Agreement is amended to include such language or document, and you and we will cooperate to ensure that such document is executed;
- h. The terms of this Article survive the Transfer, expiration, or earlier termination of the Franchise Agreement.

**11.2 Additional Matters**

Upon a Transfer or the expiration or earlier termination of this Franchise Agreement for any reason,

- a. no payment will be due to you from any source on account of any goodwill or other equity claimed by you arising from your operation or ownership of your Model or the rights granted you under this Franchise Agreement;



b. no fees, charges, Royalties, advertising fees, or other payments of any kind from you to us will be refundable in whole or in part; and,

c. you will have no equity or other continuing interest in this Franchise Agreement or the franchise relationship.

## **ARTICLE 12 FIRST RIGHT TO PURCHASE**

a. Except as otherwise provided in Article 9, which will prevail in the instance of a Transfer, upon expiration or the earlier termination of this Franchise Agreement, you grant to us the right to acquire, in our sole discretion, all or any part of your inventory, equipment, signs, and accessories, and other personal property relating to your Model or the Franchise Agreement at the then-existing Fair Market Value of such furniture, fixture, equipment, or item as of the date of the expiration or termination of this Franchise Agreement.

b. We must exercise this option within 30 days of such expiration or termination by giving written notice to you of our intent to exercise our option to purchase. Unless otherwise agreed by you, the purchase price as determined hereunder will be paid in cash within the option period.

c. If we have not notified you of our election to exercise this option within the 30 days, it will be conclusively presumed that we have elected not to exercise our option, and you are then free to sell or Transfer such assets to any person or entity on such terms as you may so choose.

## **ARTICLE 13 RELATIONSHIP BETWEEN THE PARTIES**

a. In all matters between you and us, your Medical Professionals, staff members, and us, or between you, your Medical Professionals, staff members, and the public, you are an independent contractor. Nothing in this Franchise Agreement or the franchise relationship constitutes a partnership, agency, joint venture, employment relationship, or another arrangement between us.

b. There is no fiduciary relationship between you and us, between your Medical Professionals, staff members, and us, or between the public and us.

c. No Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

d. You and we will not act or have the authority to act as agents for the other. Neither you nor we guarantee the other's obligations or in any way become obligated for the debts or expenses of the other.

e. You are solely and exclusively responsible for managing and controlling your Model, and the relationship between your employees, Medical Professionals, staff, and the public. Your day-to-day operations are solely and exclusively within your control and not ours.

f. The Parties agree not to hold themselves out by action or inaction contrary to the preceding.

g. None of your employees are our employees, and each employee must be notified.



h. You agree to post promptly and maintain any signs or notices specified by us or by Applicable Law indicating the status of the Parties as described above. You will further inform all of your personnel, regardless of their title or status, that you are solely and exclusively responsible for the management of any personnel.

i. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

## **ARTICLE 14 INDEMNIFICATION**

a. Unless a Claim results from our gross negligence or willful misconduct, you agree to hold harmless and will indemnify and defend us, our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (the “**Indemnified Parties**”), against, and will reimburse us for all “**Claims**” (as defined below), directly or indirectly by act or omission to act arising out of your operation of your Model or your business including without limitation Claims, (i) by your employees or Patients; (ii) resulting from your breach of any agreement with a third party that results in our being named in the Claim; (iii) a Claim of premises liability, vicarious liability, assertion of co-employment, accidental agency, and the like; (iv) a claim of medical malpractice; (v) your use of the Marks, the System, and the Proprietary Information; (vi) your failure to comply with the determination or direction of a Governmental Authority; (vii) your failure to comply with all Applicable Laws relevant to the management or operation of the Clinic; (viii) your failure to hire and retain the Medical Professionals required by Applicable Law; (ix) a Claim that a Patient was served by a non-Medical Professional, when in fact, a Medical Professional should have worked with the Patient; (x) your failure, the failure of your Medical Professional, or the failure of your management group (under the MSO Model) to carry all of the insurance required by this Franchise Agreement or by Applicable Law; or, (xi) as a result of your performance or failure to perform under any other term, covenant, or condition of this Franchise Agreement. “**Claims**” include any legal or equitable claim, obligation, liability, cause of action, damage, award, judgment, cost (including reasonable attorney’s fees, court costs, and expert witness fees), expenditures of funds by us, or loss suffered by us because of an indemnifiable Claim.

b. Included in this indemnification is the reimbursement to us or direct payment by you of any award, damages (including punitive, consequential, special, or similar damages), and costs reasonably incurred in defense of any claim against the Indemnified Parties, including reasonable accountants’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

c. We have the absolute right to defend any such Claim and have the right to have counsel of our choosing, the reasonable cost of which will be borne by you.

d. This indemnity will continue in full force and effect after and notwithstanding the Transfer, expiration, non-renewal or termination of this Franchise Agreement and will continue for any applicable limitation-of-actions statute.

e. **Further, should any Claim result in the granting of exemplary, punitive, or consequential damages, the same will be covered under this Article, and you will reimburse us for such damages regardless of any language to the contrary in this Franchise Agreement.**



## **ARTICLE 15 RESTRICTIVE COVENANTS**

### **15.1 In-Term Covenant Not to Compete**

a. You and we share a common interest in avoiding situations where Persons who are (or have been) franchisees within the System operate or otherwise become involved with a similar Competing Business either during a Term or after the Transfer, expiration, or earlier termination of this Franchise Agreement. Similarly, you and we want to protect our Proprietary Information, trade secrets, and similar information from misuse or in a Competitive Business.

b. Therefore, during the Term of this Franchise Agreement, you will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business wherever located, except with our prior written consent which consent may be granted or withheld for any reason or no reason at all.

### **15.2 Post-Term Covenant Not to Compete**

a. Upon a Transfer, or the expiration or earlier termination of this Franchise Agreement, and for 24 full months after that, you will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business that is within your Exclusive Territory or the territory of another franchise, an Affiliate, or us, or within five miles of the perimeter of your Exclusive Territory, or five miles of the perimeter of the territory of another franchisee, an Affiliate, or us.

b. If the date of the Transfer, expiration or earlier termination is other than the first day of a month, then the 24 months of non-competition will increase by the number of days remaining in that month.

### **15.3 No Disclosure**

You further agree that during the Initial or Successor Franchise Term, or at any other time after a Transfer or the expiration or termination of this Franchise Agreement for any reason, each will refrain from making any unauthorized disclosure or use of the Marks, any component of the System, or any portion of the Proprietary Information.

### **15.4 No Diversion**

During the Term of this Franchise Agreement, for 24 full months following a Transfer or the expiration or termination of this Franchise Agreement for any reason, and in the area described in paragraph 15.2 above, you covenant and agree that you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any Person,

- a. divert or attempt to divert any business to a Competitive Business; or,
- b. do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, the System, or both.

### **15.5 Reasonable Restriction and Savings Clause**

a. The covenants found in this Article are intended to be a reasonable restriction on you. You and we agree that these restrictions protect the entire franchise System from unfair competition and the



goodwill, time, and effort we spent creating the System and the Proprietary Information. In fact, we would not have shared such information with you unless you agreed to be bound by this Article 15.

**b. You further agree that you have skills of a general and specific nature and have other opportunities or will have other opportunities to use such skills and that the enforcement of these covenants will not unduly deprive you of the opportunity to earn a living.**

c. To ensure that the covenants found in this Article are and will remain enforceable, every location of a Business, every month, each mile of distance, or any other restriction may be amended by the arbitrator to reduce any spatial, temporal, or other limitation considered to be overly broad, in the most limited manner possible to fashion a reasonably enforceable covenant that upholds the restrictive nature of this Article specifically and this Franchise Agreement generally.

d. The terms of the post-termination covenant not to compete will not apply to a case where you own 5% or less of a beneficial interest in the outstanding equity securities of any publicly-held corporation (as the Securities and Exchange Commission generally defines this term).

e. You expressly agree that the existence of any Claim you may have against us, whether or not arising from this Franchise Agreement, does not constitute a defense to our enforcement of the covenants of this Article 15. You further agree that we are entitled to set off any amounts owed to you against any loss or damage we sustained because you breached this Article.

#### **15.6 Franchisor Is Entitled to Injunctive Relief**

You acknowledge that failure to comply with this Article 15 will cause us to suffer irreparable injury for which no adequate remedy may be available. Therefore, you agree and consent that a court of competent jurisdiction may issue an injunction prohibiting your conduct. If permitted by law, you also waive any requirement for the posting of any bond. If equitable relief has been granted, then we will immediately proceed under Article 16. If the equitable relief is denied, we still have the right to seek redress under Article 16.

#### **15.7 Tolling of Time**

If at any time during a period of non-competition, you fail to comply with your obligations under this Article, under Article 6, or under any other covenants that have survived a Transfer or the expiration or termination of this Franchise Agreement, the period of noncompliance will not be credited toward your satisfaction of the non-competition requirement. Instead, the counting of the period of non-competition will be tolled until you are again in compliance. To the extent necessary to ensure that the entire period of non-competition is met, and if necessary, additional days, weeks, or months will be added to the end of the non-competition period as necessary to ensure enforcement of the entire period of the restrictive covenants.

#### **15.8 Application and Survival**

a. This Article applies to all participants in the Franchised Business, including the Principal Operator, any equity holder, any Person that has a manager or higher position, any Guarantor, any Person that is a spouse or civil partner of you, of the Principal Operator or the equity holder, and all others that take an active role in the operation of your Model that holds a manager or higher position.

b. The covenants of this Article survive the Transfer, expiration, or earlier termination of this Franchise Agreement and continue to apply to and bind the Persons subject to these terms.



**ARTICLE 16**  
**DISPUTE RESOLUTION**

**16.1 Intent, Meeting, and Mediation**

You and we believe it is important to resolve disputes amicably, quickly, cost-effectively, and professionally and return to business as soon as possible. You and we agree that the provisions of this Article support these mutual, practical business objectives and, therefore, agree as follows:

a. All provisions of this Franchise Agreement (including this Article) will be fully enforced, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims;

**b. The terms of this Article are mandatory and not permissive;**

c. The Parties are relying on the federal preemption of state laws under the Federal Arbitration Act (9 U.S.C. §1 et seq.) (FAA) with the understanding that the FAA and not state law will control any matters pertaining to mediation and arbitration and, as a result, the provisions of this Franchise Agreement will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration will be held as provided in this Article;

**d. Except as expressly provided in this Franchise Agreement, EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION, AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY LESS AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

e. The terms of this Franchise Agreement (including but not limited to this Article) will control concerning any matters of jurisdiction, venue, and choice of law, each of which is mandatory and not permissive; and,

f. Notwithstanding the fact that a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding, (i) may include issues of law, fact, or otherwise, that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this Franchise Agreement, the Parties still agree any dispute between the Parties to this Franchise Agreement will be enforced according to the terms found herein, including the obligation to perform under this Article.

g. Before arbitration, each Party agrees to adhere to the following procedure:

i. First, in the event of a disagreement between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;



ii. Second, if the issues between the Parties cannot be resolved, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (**JAMS**) or its successor (or an organization designated by JAMS or its successor. If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation will be heard by the American Arbitration Association (**AAA**).

A. The Parties will agree upon a single mediator experienced in franchising. If the Parties cannot agree upon the mediator, then the senior-most officer, director, or manager of the association under which the mediation occurs will choose a neutral and disinterested mediator, and such choice will be final and binding upon the Parties.

B. Mediation must begin 30 days after the face-to-face meeting. Any Party may be represented by counsel and bring persons appropriate to the proceeding with the mediator's permission.

iii. Each Party will bear the Person's costs associated with attending mediation. Each Party will equally split the cost of the mediator.

iv. If the mediation does not resolve the matter, the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.

## **16.2 Resolution under Arbitration**

a. Subject to the terms of this Article, Arbitration must begin at the earlier of 90 days after mediation fails to resolve the issue or on the last day of the period identified in Section 16.8. Arbitration will be held before and under the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the AAA. The arbitrator must be experienced in franchising. If the Parties cannot agree upon the arbitrator, then the senior-most officer, director, or manager of the association under which the arbitration is to take place will choose a neutral and disinterested arbitrator, and such choice will be final and binding upon the Parties.

b. Any Party may be represented by counsel and may bring persons appropriate to the proceeding with permission of the arbitrator.

c. The arbitrator's judgment on any preliminary matter or the final arbitration award will be final and binding and may be entered in any court having jurisdiction.

d. The arbitrator's award will be in writing. On request by a Party to the arbitration, the arbitrator will provide to all disputants a reasoned opinion with findings of fact and conclusions of law, and the Party so requesting will pay the arbitrator's fees and costs for this service.

e. There will be no right to appeal an interim ruling or final award

f. The final and binding decision or award of the arbitrator in one matter will not have precedential or "**offensive collateral estoppel**" effect in an arbitration between the Franchisor and another franchisee, such that the matters decided in the original arbitration will not be used in future arbitration between another franchisee or Person and us as proof of a fact or matter contested in the later arbitration.



g. The Parties agree that they will equally split the fees paid to start arbitration and the fees paid to the arbitrator until the arbitrator awards fees and other costs to the prevailing party.

### 16.3 Confidentiality

The Parties to any meeting, mediation, or arbitration may be required by the mediator or arbitrator to sign a confidentiality agreement, or confidentiality covenants may be included in any settlement or resolution of the dispute. We have no such form now and cannot provide it as an exhibit.

### 16.4 Choice of Law, Venue and Jurisdiction

a. This Franchise Agreement shall, without giving effect to any conflict of laws principles, be governed by the laws of the state where your Clinic operated hereunder is located, and state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

b. Any meeting, mediation, or arbitration will be conducted exclusively at a neutral location within 15 miles of our then-current headquarters without regard to conflict of law provisions or *forum non-conveniens* demands to the contrary and to the exclusion of any other jurisdiction or venue.

c. The arbitrator in any proceeding under this Article will apply all Applicable Laws and equity permitted under the laws of the state where our headquarters is then located without regard to conflicts of law provisions and the exclusion of the laws of any other jurisdiction or venue.

d. The Parties agree to the terms of this Section (including the jurisdiction, venue, forum, and choice of law) and **understand that the terms of this Section are mandatory and not permissive.**

### 16.5 Scope, Discovery, other Procedural Matters, Fees, and Costs

a. The arbitrator will decide any factual, procedural, or legal questions relating to the dispute between the Parties, including matters concerning misrepresentation, fraud, fraud in the inducement, any decision as to whether there is a franchise agreement, a determination of arbitrability, whether this Article is applicable and enforceable, and issues related to the subject matter, timeliness, scope, remedies, and unconscionability.

b. The Parties to the dispute have the same discovery rights as are available under the rules of the arbitration association hosting the arbitration.

c. Each participant must submit or file any claim which would constitute a “compulsory counter-claim” (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such compulsory counter-claim not submitted or filed in such proceeding will be forever barred.

d. The arbitrator may issue summary orders disposing of all or parts of a claim and provide temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable, interim, or final relief.



e. Each Party consents to the enforcement of such orders, injunctions, or similar actions by any court having jurisdiction.

f. The arbitrator will have subpoena powers limited only by the laws of the state where our headquarters is located.

g. In addition to any other remedy, the arbitrator will award the “**Prevailing Party**” the Person’s costs, fees, reasonable attorney’s fees, expert witness fees, and the like, which that Party expended in preparation for and the prosecution of the case at arbitration. The “**Prevailing Party**” is the Party that has obtained the greatest “**Net Judgment**” in terms of money or money equivalent. The “**Net Judgment**” is determined by subtracting the smallest award of money or money equivalent from the largest award. If money or money equivalent has not been awarded, then the Prevailing Party will be that Party that has prevailed on a majority of the material issues decided. If there is a mixed decision involving an award of money or money equivalent and equitable relief, or if the arbitrator determines that it would be in the best interest of justice, then regardless of the above language, the arbitrator will award the above fees to the Party that it deems has prevailed over the other Party using reasonable business and arbitrator’s judgment.

## **16.6 Disputes Not Subject to the Mediation or Arbitration Process**

a. Claims or disputes relating primarily to the Marks, to any intellectual property licensed to you, and for any matter governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*) are subject to court proceedings in a court of competent jurisdiction in the state in which our then-current headquarters is located. Only the portion of any claim or dispute identified in this Section shall be subject to court action and only to the extent that such action is necessary to protect us.

b. Matters relating solely to the collection of money by one Party against the other are not subject to a face-to-face meeting, mediation, or arbitration. Such matters include collection efforts against you or us solely for failing to make timely payment of any amount due to the other. In such an event, such matter may be brought in a court of competent jurisdiction and venue, and such claims will be subject only to the applicable statute of limitations relevant to the subject matter of the litigation and not to the one-year limitation of action found in this Article and elsewhere. If, however, one Party to such action pleads another claim, cross-claim, counter-claim, or affirmative defense based on anything other than the mere collection of money, or if the other Party alleges facts concerning fraud or any other equitable defense, then the entire matter, including the collection-of-money effort will be subject to the alternative dispute resolution procedures of this Article.

c. To the extent that either of us seeks injunctive relief before the face-to-face meeting or mediation, the same may be applied to a court of competent jurisdiction. The court will hear only the application for injunctive relief, and the fact that the court exercised jurisdiction in considering the injunction will not eliminate this Article’s alternative dispute resolution requirements. If the temporary injunction is granted, the Party that made the application must begin the alternative dispute resolution process under this Article.

## **16.7 Other Matters**

We each understand and specifically agree that any matters concerning the relationship between us and any dispute arising, as a result, will be determined on an individual basis and will not be brought as a class action or with multiple unrelated franchisees (whether as a result of attempted consolidation, joinder, or otherwise). This is prudent from a business standpoint because (i) the mediation and arbitration procedures function most effectively on an individual case basis; (ii) there are significant factors present in



each franchisee's situation which should be respected; and (iii) class-wide or multiple plaintiff disputes do not foster quick, amicable, and economical dispute resolution.

### **16.8 One Year Limitation of Action**

a. Except for matters identified in Section 16.6 above (including an alleged violation of the Marks or any intellectual property licensed to you, which may be brought at any time), **YOU AND WE ARE LIMITED TO BRINGING ANY ARBITRATION AGAINST THE OTHER WITHIN ONE YEAR OF THE DATE THAT THE FACTS THAT GIVE RISE TO THE CLAIM OCCURRED.** The one-year period begins to run and will not be tolled merely because the claiming party was unaware of legal theories, statutes, regulations, or case law upon which the claim might be based. If the Parties have begun mediation on the day that the one-year expires, then the one-year will be extended by 90 days from the unsuccessful end of mediation, within which a Party must bring arbitration. If arbitration is not brought by 5:00 p.m. Pacific Time on the 90<sup>th</sup> day after mediation ends, then the right to bring arbitration expires, and the Parties will have no other opportunity to try, arbitrate or receive any other relief because of the action, matter, dispute, or disagreement underlying the claim.

b. Notwithstanding the preceding, if any federal or state law provides for a shorter limitation period than is described in this Section, then the shorter period will govern.

c. This Section will not apply to issues of indemnification under Article 14, and such actions under that Article may be brought within any limitation-of-action statute under the laws of the state where our headquarters is located.

### **16.9 Survival of Obligations**

Each provision of this Article is self-executing and continues in full force and effect after and notwithstanding the Transfer, expiration, termination, rescission, or finding of unenforceability of this Franchise Agreement (or any part of it).

## **ARTICLE 17 INSURANCE**

### **17.1 Insurance is Required; Coverage**

a. Before opening your Model, and then annually, you will purchase, and will maintain in full force and effect during each Term, an insurance policy or policies protecting you and us, and the officers, directors, partners, members, managers, and employees of both you and us against any loss, liability, personal injury, death, product liability, vicarious liability, property damage, or expense whatsoever arising or occurring upon or in connection with the operation of your Model. Each policy will include primary and non-contributory coverage, ongoing and completed operations, products and completed operations liability, and a blanket waiver of subrogation for all additional insured.

b. When you open and then upon renewal, you will deliver to us the policy or policies of insurance or endorsements issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

c. All policies will expressly provide that no less than 30 days' prior written notice will be given to us if a material alteration to termination, non-renewal, or cancellation of the coverage is evidenced by such policies.



**d. Under the DCO Model, you will purchase and maintain in full force the following insurance coverage:**

i. Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate;

ii. Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than \$500,000 per person and \$1,000,000 per accident and property damage limits of \$50,000 per occurrence;

iii. Medical professional liability insurance that covers all medical practitioners with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

iv. Excess liability umbrella coverage for general and automobile liability for not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

v. Employer's liability and worker's compensation insurance with the state-specific limits we specify;

vi. Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage; and,

vii. Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000.

viii. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

**e. Under the MSO Model your Medical Professional shall be responsible for obtaining coverage identified in subsection (iii).**

f. Applicable Law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

g. All insurance policies (including the Medical Professional's professional liability insurance) must be on "**occurrence basis**" only. An "**occurrence-basis**" policy provides coverage for a loss arising before the policy elapses though such claim may be made after the policy elapses. If such coverage is not available in your state, or if your state has other requirements and your policies must be written on a "**claims-made**" basis, you must purchase and maintain unlimited "**extended coverage**" (also known as "**tail coverage**") that will remain effective after the expiration or earlier termination of the insurance or this Franchise Agreement. A "**claims-made**" policy covers losses only if they are made before the policy expires. "**Extended coverage**" is applicable under the claims-made situation. In that case, the insurer will agree to cover claims that occurred during the insurance term even if the claim is not made until after the Term has expired. Extended coverage may come with additional costs to you.

h. In all cases, your insurance and that of the Medical Professionals must name us, our Affiliates, and, if we deem it appropriate, our Affiliates' and our officers, directors, equity holders,



members, managers, and agents as additional insureds. One or more insurance endorsements (such as CG 20 29 04) will be required, and you will, in any event, endorse your policies to ensure the greatest protection for the additional insureds. You should also require your physician to name you and your officers, directors, equity holders, members, managers, and agents as additional insureds. The coverage afforded to the additional insureds must be written on a primary basis and will not require or contemplate contribution by any other policy or policies obtained by or available to an additional insured.

i. Such policy or policies will be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service and satisfactory to us per standards and specifications outlined in the Manuals or otherwise in writing, from time to time, and will include, at a minimum (except as additional coverage and higher policy limits may be specified by us from time to time) the coverage found above.

j. The mix of the above insurance may change under Applicable Law; if so, you must comply. We also reserve the right to change to mix of insurance and policy limits at any time. If we add new coverage or change limits, you will have 60 days to comply.

k. Although we require certain insurance coverage and may recommend other policies, we do not guarantee that the required or recommended insurance will be adequate to protect your assets fully. You should consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

## **17.2 No Limitations on Coverage**

Your obligation to obtain and maintain the policy or policies in the amounts specified will not be limited in any way because of any insurance that we may maintain, nor will your performance of these obligations relieve you of liability under the indemnity provisions of this Franchise Agreement.

## **17.3 Failure to Procure Insurance Coverage**

a. Should you, for any reason, fail to procure or maintain the insurance required by this Franchise Agreement, as modified from time to time by the Manuals or otherwise in writing, we have the right and authority (but no obligation) to procure such insurance and to charge the same to you, which charges, together with our then-current monthly fee to administer the same, will be immediately payable to us. If payment is due monthly, this will be billed and withdrawn as part of the monthly ACH transaction.

Your failure to have the minimum insurance is a breach of this Franchise Agreement.

## **17.4 Destruction of Premises**

a. If the building in which the Clinic is located is damaged or destroyed by fire or another casualty, and it is to be repaired or reconstructed, you will commence the required repair or reconstruction as soon as is practicable and will complete all required repair or reconstruction as soon as possible after that, in continuity, but in no event later than 180 days from the date of such casualty. The restored building's minimum acceptable appearance will be that which existed just before the casualty; however, every effort should be made to have the restored building include the then-current image, design, and specifications of new Clinics.

b. If the building is substantially destroyed by fire or another casualty, and the repairs cannot be made within the 180 days, and if the landlord (or mortgagee if applicable) will permit you to terminate the lease (or satisfy the mortgage without rebuilding), you may apply to us for the right to terminate the



Agreement. If we agree to grant the termination, after using our Reasonable Business Judgment, and upon payment to us of an amount equal to 25% of all insurance proceeds available because of such casualty, this Franchise Agreement will terminate. Nothing in this Franchise Agreement will be deemed a guarantee that we, a landlord or mortgagee, will permit termination. The grant of termination by one such entity will not guarantee the termination of this Franchise Agreement, a lease, or mortgage by any other entity.

## **ARTICLE 18 ADDITIONAL PROVISIONS**

### **18.1 Entire Agreement - Merger**

a. This Franchise Agreement, including all exhibits and addenda, contains the entire agreement between the Parties and supersedes all prior oral, written, express, or implied agreements concerning the subject matter hereof. All prior negotiations, understandings, agreements, oral or written, and representations are merged into this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material.

b. Nothing in this Franchise Agreement or in any related agreement you sign with us is intended to disclaim any representations in the FDD.

### **18.2 Modification and Powers of Attorney**

a. This Agreement may only be modified in a written agreement signed by all Parties.

b. You acknowledge, however, that we may modify by an amendment to the Manuals or by written notice to you, our standards, specifications, and operating and marketing procedures, including those outlined in the Manuals, any component of the System, the Marks, and any copyrighted or Proprietary Information, unilaterally, under any conditions and to the extent to which we, in our sole discretion, deem necessary to protect, promote or improve the Marks and the quality of the System in general. Once you are notified, you must make the change that is specified. All such changes will be effective when you receive notice. We may also add and remove vendors at any time.

c. If you grant us a power of attorney under this Franchise Agreement and to the extent that a specific form is required in your state to ensure enforceability, you agree to execute a separate power of attorney in the form required to meet all legal requirements.

### **18.3 Delegation**

From time to time, we have the right to and will delegate the performance of any portion or all of our obligations and duties hereunder to a third party who we approve to deliver such services and perform such duties, whether the same are agents of ours or independent contractors which we have contracted with to provide such services. You agree in advance to any such delegation by us of any portion or all of its obligations and duties hereunder.

### **18.4 No Waiver**

A waiver by a Party of any condition or covenant contained in this Franchise Agreement is not a waiver in the future of the enforcement of such term, covenant, or condition, and the failure of a Party to exercise a right or remedy will not be considered or constitute a further waiver of the same or any other condition, covenant, right, or remedy.



### **18.5. No Right to Set Off or Third-Party Beneficiaries**

a. You will not set off against amounts owed to us against any amount owed to you, and in any event, you will not withhold such amounts due to us because of any alleged nonperformance by us, which right of set-off you expressly waive.

b. Unless otherwise stated in this Franchise Agreement, all of our obligations under this Franchise Agreement are solely and exclusively for your and our benefit, and no other Person is entitled to rely on, enforce, benefit from, or be deemed to be a third-party beneficiary, or otherwise obtain relief either directly or by subrogation.

### **18.6 Invalidity**

If any provision of this Franchise Agreement is held invalid by the arbitrator, such provision will be modified to the least extent possible to eliminate the invalid element, and, as so modified, the provision will be part of this Franchise Agreement as though originally included and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Franchise Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions. The remaining provisions of this Franchise Agreement will not be affected by such modification. If any provision cannot be modified, it will be stricken, and the rest of the Franchise Agreement will remain in full force and effect.

### **18.7 Notices**

a. All notices relating to any breach of this Franchise Agreement (including those under Articles 6, 10, and 15) and all notices concerning the implementation of the alternative dispute resolution procedures must be given in writing and must be delivered by priority mail, delivery confirmation, or by an overnight delivery service providing documentation of receipt, or by hand delivery at the address either of us may designate from time to time and will be effective five days after being sent by priority mail with the proper postage and address or when received for (or when refused) if sent by overnight or hand delivery. A copy of all notices must also be sent to:

Ream Franchise Group, LLC  
5140 Avenida Encinas  
2026 Carlsbad, California, 92008

b. Communication other than relating to any breach of this Franchise Agreement or relating to the implementation of alternative dispute resolution methods may be given by email (which is effective when sent to the other Party at the correct email address) or by the means stated in subparagraph (a) of this Section.

### **18.8 Survival of Provisions and Independent Covenants**

a. Any term, covenant, or condition of this Franchise Agreement that by its terms must extend beyond a Transfer or the termination or expiration of this Franchise Agreement to remain enforceable will continue in full force and effect after and notwithstanding a Transfer or the termination or expiration of this Franchise Agreement.

b. The Parties further agree that each covenant herein will be construed to be independent of any other covenant or provision of this Franchise Agreement.



## 18.9 Force Majeure

Except for a Party's monetary obligations, which are due regardless of the language of this Section, and unless otherwise specifically stated in this Franchise Agreement, Force Majeure applies.

## 18.10 Time is of the Essence and Construction

- a. In all matters concerning this Franchise Agreement, time is of the essence.
- b. The headings are for the reader's convenience only and are not intended to be inclusive or exclusive of any term, covenant, or condition.
- c. In reading this Franchise Agreement, the singular includes the plural, and the reference to one gender includes the reference to the other gender and the neutral gender.
- d. The word “**including**” means “**including, but not limited to...**”. The word “**and**” and “**or**” will be inclusive to mean “**and/or**.”
- e. Unless otherwise stated, a reference to “**days**” means calendar days. The counting of days will include weekends and all state and national holidays. If a notice is to be delivered and such notice requires counting days, such counting will begin on the first calendar day following the day that the notice was received, refused, or deemed to have been delivered under the terms of this Franchise Agreement.
- f. This Franchise Agreement has been reviewed by the Parties and, to fairly accomplish the purposes and intentions of the Parties, will be construed and interpreted according to the ordinary meaning of the words used. The Parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

## 18.11 Guaranty

If you take ownership of the franchise other than as a natural person at any time during the Initial Term or any renewal or extension, you and all equity owners must sign the Guaranty, which is attached as Exhibit 3. The Guarantors are bound by all covenants of this Franchise Agreement, including all covenants in Articles 6 and 15.

## 18.12 Acknowledgement

**BEFORE SIGNING THIS FRANCHISE AGREEMENT, YOU SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. YOU ACKNOWLEDGE THAT IF YOU ARE NEVER ABLE TO OPERATE THE BUSINESS PROFITABLY, YOU COULD LOSE PART OR ALL OF YOUR INVESTMENT, PLUS ANY ADDITIONAL FUNDS THAT YOU CONTRIBUTE TO THE BUSINESS.**

## 18.13 Recitals, Closing Acknowledgement and Signatures

- a. The Recitals are made part of this Franchise Agreement.



b. Unless you are a resident of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin, you will review and sign the “**Closing Acknowledgment**” attached as Exhibit 8 to this Franchise Agreement.

c. This Franchise Agreement may be signed in any number of counterparts, all of which taken together form one original document. Signatures may be done electronically or manually. Email or electronically signed and delivered documents are as effective as an original.

*(Signature Page Follows)*



The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date \_\_\_\_\_.

**FRANCHISOR:**

Ream Franchise Group, LLC  
a California limited liability company

**FRANCHISEE:**

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

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

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

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

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

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

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

Or if Franchisee is an individual(s)

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

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

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





**FRANCHISOR:**  
REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

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

Sign: \_\_\_\_\_

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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



**EXHIBIT 2  
DATA SHEET**

1. **Model\***: The Model of Business that you will operate under the Franchise Agreement is: (circle one):

DCO Model / MSO Model.

*\*The DCO Model is not available in the following states: Minnesota. Franchisees subject to that state law must circle the MSO Model option.*

2. **Initial Franchise Fee**. Your IFF (inclusive of all discounts) is (select one):

\_\_\_ \$ \_\_\_\_\_; or

\_\_\_ Not applicable; this Franchise Agreement is being signed under an area development agreement between Franchisee and Franchisor and no Initial Franchise Fee is due.

3. **Search Area**. If a particular site for the Franchised Location has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered in Exhibit 2.1 as the Franchised Location, and the Exclusive Territory shall be as listed in Exhibit 2.1. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, you will locate an approved a location for your Franchised Location, in the Search Area described below:

**FRANCHISOR:**  
REAM FRANCHISE GROUP, LLC,  
A California limited liability company

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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

**EXHIBIT 2.1**  
**FRANCHISED LOCATION AND EXCLUSIVE TERRITORY**

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

Franchised Location:

The Franchised Location as provided in Section 2.2 of the Franchise Agreement is:

Exclusive Territory:

You and we have mutually agreed upon an Exclusive Territory based on the site for the Franchised Location which is indicated below:

**FRANCHISOR:**  
REAM FRANCHISE GROUP, LLC,  
A California limited liability company

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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

**EXHIBIT 3**  
**GUARANTY OF FRANCHISEE'S OBLIGATIONS**

This Guaranty of Franchisee's Obligations (**Guaranty**) is entered into this as of the date that one or more of the Guarantors sign it (**Effective Date**) between Ream Franchise Group, LLC, (Franchisor), \_\_\_\_\_ (**Franchisee**) and \_\_\_\_\_ and \_\_\_\_\_ (herein jointly and severally known as "**Guarantors**"). Franchisor, Franchisee, and Guarantor may be referred to as a "Party" or jointly as the "Parties." Any capitalized term not defined here will have the meaning given in the Franchise Agreement.

**RECITALS**

Franchisee signed a franchise agreement with Franchisor on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (**Franchise Agreement**). As an inducement to the Franchisor for granting franchise rights to the Franchisee, the Guarantor(s) agreed to guarantee Franchisee's performance under the Franchise Agreement.

NOW, THEREFORE, for and in consideration of the Guarantors agreeing to the terms of this Guarantee to induce Franchisor to grant Franchisee the rights under the Franchise Agreement, the mutual covenants found herein, and for other good and valuable consideration, which consideration is deemed to be adequate by all parties, each of the undersigned personally and unconditionally agrees to the following:

**COVENANTS**

1. Guarantor(s) guarantee for the Term of the Franchise Agreement, including any amendments or renewals, that the Franchisee will timely pay any amount required by the Franchise Agreement and will perform every undertaking, agreement, and covenant outlined in the Franchise Agreement and any addenda or Exhibits as each may be amended or renewed.

2. Guarantor(s) also agrees to be personally bound by every term of the Franchise Agreement, as amended or renewed, and agrees to be personally liable for the breach of and cure of every breach of any term, covenant, or condition of the Franchise Agreement. Guarantor(s) agree that this Guarantee is one of payment and performance, and not just collection.

3. By signing this Guarantee, each Guarantor further agrees that each shall also be subject to all covenants in the Franchise Agreement, including all covenants of Articles 6, 14, 15, and 16 and those that by their terms survive the Transfer, expiration, or termination of the Franchise Agreement.

4. As part of the inducement given to the Franchisor by the Guarantor(s) to permit the Franchisee to enter into the Franchise Agreement, the Guarantor(s) further agree to waive the following,

- a. acceptance and notice of acceptance of the preceding undertaking;
- b. notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations;
- c. protest and notice of default concerning the indebtedness or nonperformance of any obligations guaranteed;
- d. any right Guarantor may have to require that any action be first brought against Franchisee or any other Person as a condition of liability; and

e. any other notices and legal or equitable defenses to which Guarantor(s) may be entitled.

5. Guarantor(s) further consents and agrees that,

a. Guarantor(s) is directly and immediately liable under this Guarantee, and if signed by more than one Person, such liability is joint and several;

b. Guarantor(s) will render any payment or performance required under the Franchise Agreement upon demand of Franchisor if Franchisee fails or refuses punctually to do so;

c. Guarantor(s) performance is not contingent or conditioned upon the pursuit of any remedies against Franchisee or any other Person;

d. Guarantor(s) liability is not diminished, relieved, or otherwise affected by an extension of time, credit, or another indulgence, including the acceptance of any partial payment or performance, or the compromise or release of any claims which Franchisor may from time-to-time grant to Franchisee or any other Person, none of which will in any way modify or amend this Guarantee, which is continuing and irrevocable during the Initial Term of the Franchise Agreement, including renewals thereof;

e. this Guarantee will be continuing and irrevocable during the Term of the Franchise Agreement, including renewals thereof; and,

g. Franchisor's rights under this Guarantee will not be exhausted by any Franchisor action until all of the terms, covenants, and conditions of the Franchise Agreement have been met.

6. Guarantor waives all of the following, whether created or imposed by or under a statute, common law or otherwise,

a. any right to require Franchisor to proceed against Franchisee or any other Person or any security now or hereafter held by Franchisor or to pursue any other remedy whatsoever;

b. any defense based upon any legal disability of Franchisee or any Guarantor, or any discharge or limitation of the liability of Franchisee or any Guarantor to Franchisor, or any restraint or stay applicable to actions against Franchisee or any other Guarantor, whether such disability, discharge, limitation, restraint or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

c. all setoffs, counterclaims, presentment, demand, protest, or notice of any kind, except for any notice which may be expressly required by the provisions of this Guarantee.

d. any defense based upon the modification, renewal, extension, or other alteration of the obligations under the Franchise Agreement;

e. any defense based upon the negligence of the Franchisor, including the failure to file a claim in any bankruptcy of the Franchisee or any guarantor;

f. all rights of subrogation, reimbursement, and indemnity;



g. any defense based upon or related to Guarantor's lack of knowledge as to Franchisee's financial condition;

h. any rights to revoke this Guarantee in whole or in part;

i. any defense based upon any action taken or omitted by Franchisor in any bankruptcy or other insolvency proceeding involving Franchisee; and,

j. all rights and defenses arising out of an election of Franchisor's remedies, even though that election of remedies impairs or destroys Guarantor's right of subrogation and reimbursement against Franchisee.

7. Guarantor agrees to pay upon Franchisor's demand, Franchisor's reasonable out-of-pocket costs and expenses, including attorneys' fees, costs, and disbursements, incurred to collect or enforce any of the terms, covenants, or conditions of the Franchise Agreement, or this Guarantee, regardless whether any lawsuit is filed.

8. Guarantor(s) individually make the following representations and warranties, which are deemed to be continuing representations and warranties until payment and performance in full of the Franchise Agreement:

a. Guarantor has all the requisite power and authority to execute, deliver, and be legally bound by this Guarantee on the terms and conditions herein stated;

b. This Guarantee constitutes the legal, valid, and binding obligations of Guarantor and is enforceable against Guarantor;

c. The execution and delivery of this Guarantee will not, with or without notice or lapse of time, (i) constitute a breach of any of the terms and provisions of any Note, contract, document, agreement, or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject; (ii) accelerate or constitute an event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness; (iii) conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality; or (iv) conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation;

d. No consent of any other person is required in connection with the valid execution, delivery, or performance by Guarantor of this Guarantee; and,

e. This Guarantee and any other statement furnished by Guarantor(s) contain no untrue statements of a material fact or omissions of a material fact necessary to make the statements true and not misleading.

9. Each Guarantor understands and agrees that each is bound by the Dispute Resolution covenants of the Franchise Agreement found in Article 16, which are incorporated herein by this reference as if fully set forth here.

10. The Recitals are incorporated here by this reference.

*(Signature Page Follows)*



**DONE AS OF THE EFFECTIVE DATE**

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

**FRANCHISEE:**

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

Sign: \_\_\_\_\_

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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

**GUARANTORS:**

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_



**EXHIBIT 4**  
**COLLATERAL ASSIGNMENT OF LEASE AGREEMENT**

This Collateral Assignment of Lease (Assignment) is made as of the date that it is signed by all Parties (Effective Date) between Ream Franchise Group, LLC (Franchisor), \_\_\_\_\_ (Franchisee), and \_\_\_\_\_ (Landlord), involving the Gameday Men's Clinic franchised business (Clinic) located at \_\_\_\_\_ (Franchised Location). Franchisor, Franchisee, and Landlord may be called a "Party" or the "Parties." Any capitalized term not defined here will have the meaning given in the Franchise Agreement.

**RECITALS**

Franchisor and Franchisee executed a Franchise Agreement on \_\_\_\_\_, 20\_\_ under the terms of which Franchisee obtained a franchise from Franchisor to operate a Business at the Franchised Location. Franchisee and Landlord entered into a lease (Lease) on \_\_\_\_\_, 20\_\_, a fully executed copy of which is attached hereto as Exhibit A. The Parties desire to enter into this Assignment to define the rights of the Franchisor to the Franchise Location and agree as follows:

**COVENANTS**

1. Franchisee assigns, transfers, and conveys to Franchisor all of Franchisee's right, title, and interest in the Lease. However, this Assignment is for collateral purposes and is effective only upon the Franchisor's exercise of any option granted to the Franchisor under this Assignment after the occurrence of any of the following events,

a. if Franchisee is in breach of their performance of any of the terms of the Lease unless such default is cured within the period required in the Lease or within 30 days following the written demand given Franchisor, whichever is later;

b. if Franchisee is in breach of their performance of any of the terms of the Franchise Agreement, or upon the occurrence of any acts that result in termination of the Franchise Agreement;

c. if Franchisee has failed or has elected not to exercise an option to renew or extend the Lease within the time specified in the Lease after being directed in writing by Franchisor to do so.

d. upon Franchisee's sale of a substantial portion of its assets of the business outside of the normal course; the Transfer or sale of 20% or more of the capital stock, memberships, or other equity or capital interest in any Franchisee business entity; or any other voluntary or involuntary transfer, sale or disposition the result of which is to divest the Franchisee of direction or control over the franchise; or,

e. if Franchisee fails to exercise an option to renew the Franchise Agreement.

2. Upon the occurrence of any of the events stated above, and if Franchisee fails to perform such acts as may be necessary to assign the Lease to Franchisor, Franchisee irrevocably appoints Franchisor as its true and lawful attorney-in-fact coupled with an interest in exercising such extension or renewal options in the name, place, and stead of Franchisee for the sole purpose of effecting such Assignment so that Franchisor can cure Franchisee's failure to perform under paragraph 1 above. If your state requires specific information be included in this Franchise Agreement or a particular document to be executed to perfect our rights as your attorney-in-fact, you and we agree that this Franchise Agreement is amended to include such language or document, and you and we will cooperate to ensure that such document is executed.

3. Franchisor has no liability or obligation under this Assignment or the Lease unless Franchisor takes possession of the Franchise Location under the terms hereof and expressly agrees in writing to assume the obligations of Franchisee.

4. Landlord consents to this Assignment, which consent will remain in effect during the entire term of the Lease and all renewals or extensions thereof, and agrees that the Lease will not be amended, modified, assigned, extended, surrendered, terminated, or renewed, nor will the Franchise Location be sublet by Franchisee, without the prior written consent of Franchisor.

5. Landlord further agrees that it will provide written notice to us (at the same time it gives such notice to the Tenant) of any default by you under the Lease. Such notice must be delivered to us within an additional 15 days after the period of cure under the Lease has run within which to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the Franchised Location and assume Franchisee's rights under the Lease.

6. At any time (i) during the cure period described in the Lease; during any cure period provided for in the Franchise Agreement; during the 30 calendar day period following the termination of the Lease by the Landlord or termination of the Franchise Agreement by Franchisor; or during the 30 calendar day period following Franchisee's failure to extend or renew the Lease or Franchise Agreement, Franchisor may exercise the option granted here by the delivery to Landlord of written notice expressly stating that Franchisor will assume the Lease. Such notice makes this Assignment unconditional, and Landlord and Franchisor will prepare such commercially reasonable documentation evidencing such assignment.

7. With the prior written consent of the Landlord (which consent will not be unreasonably withheld, conditioned, or delayed), the Franchisor has the right, concurrently with or after the Franchisor's exercise of the option granted under this Assignment, to assign and transfer its rights under this Assignment to a new franchisee selected by Franchisor to operate your Model, provided that the new franchisee has the business acumen, credit rating, and net worth adequate for the operation of your Model. In such an event, the new franchisee will have this Assignment transferred to such Person (or will receive a separate assignment from the Landlord) and assume the Lease obligations in place of Franchisor. Further, in this event, Franchisor will be released from liability under the Lease from and after the date such new franchisee assumes the Lease.

8. Upon the exercise of the option granted to Franchisor herein, Franchisee will no longer be entitled to the use or occupancy of the Franchise Location; all of the Franchisee's prior rights in and to the Lease will have been, in all respects, assigned to Franchisor, or its assignee; and Franchisee will immediately vacate the Franchise Location. If Franchisee fails or refuses to take any of these actions, Franchisor, by and through the Landlord and at Franchisor's expense, may expel Franchisee from the Franchise Location and enter the Franchise Location and take possession of the Franchise Location, all without being deemed to have elected any remedies to the exclusion of any other remedies.

9. Franchisee agrees to indemnify and hold Landlord and Franchisor harmless from and against all loss, costs, expenses (including attorney's fees), damages, claims, and liabilities, however, caused, resulting directly or indirectly from, arising from, or concerning the exercise by Franchisor or Landlord of the rights and remedies granted under this Assignment.



10      **Additional Provisions.**

a.      The remedies granted in this Assignment are cumulative, and in addition to and not in substitution of any or all other remedies available under the Franchise Agreement, any other contracts between Franchisor and Franchisee, or at law or in equity to Franchisor, and Franchisee agrees that the Franchisor's exercise of the option granted herein will not divest it of any other rights or remedies it may have.

b.      All notices, requests, demands, payments, consents, and other communications hereunder will be transmitted in writing and will be deemed to have been duly given three days after being sent by registered or certified United States mail, postage prepaid, to addresses supplied by each Party from time to time; on the day that hand delivery has been made; or on the day that a nationally recognized overnight delivery service delivers such notice. Any Party may change its address by giving the other Parties written notice of the same.

c.      Franchisee and Landlord recognize the unique value and secondary meaning attached to Franchisor's trademark, trade names, service marks, insignia, and logo designs, and the Franchise Location displaying same, and agrees that any noncompliance with the terms of this Assignment will cause irreparable damage to Franchisor and its Franchisees. Therefore, Franchisee and Landlord agree that in the event of any noncompliance with the terms of this Assignment, Franchisor will be entitled to seek injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

d.      The Parties to this Assignment agree to execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Assignment.

e.      This Assignment is binding upon and inures to the benefit of each Party and their heirs, successors, and assigns.

f.      This Assignment represents the entire understanding between the Parties as to the subject matter herein and supersedes all other negotiations, agreements, representations, and covenants, oral or written, only about it. This Assignment can be modified only in writing, signed, and dated by all Parties.

g.      Failure by any Party to enforce any rights, duties, or obligations under this Assignment will not be construed as a waiver to enforce any right, duty, or obligation in the future. Any waiver, including waiver of default, in any one instance will not constitute a continuing waiver or a waiver in any other instance.

h.      As used herein, a reference to one gender shall include the other or the neuter gender; the singular shall include the plural, and the plural, the singular.

i.      If any Party commences an action against any other Party arising out of or in connection with this Assignment, the "Prevailing Party" will be awarded its reasonable attorney's fees and costs of the suit. For this Assignment, the "Prevailing Party" is the Party that has prevailed on a majority of the material issues brought before the court.

j.      This Assignment (but not the Franchise Agreement) will be governed by and construed following the internal laws of the state where the real property is located.



k. Any provision of this Assignment that is determined to be prohibited or unenforceable may, as to that jurisdiction only, be stricken without invalidating the remaining provisions of this Assignment. Any prohibition against or unenforceability of any provisions of this Assignment in any jurisdiction, including the state whose laws govern this Assignment, shall not invalidate the provision or render it unenforceable in any other jurisdiction.

Done as of the dates found below.

**LANDLORD:**

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FRANCHISEE:**

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

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_



**EXHIBIT 5**  
**COLLATERAL ASSIGNMENT OF CONTACT AND ELECTRONIC INFORMATION**

This Collateral Assignment of Contact and Electronic Information (Agreement) is made as of the date that all Parties sign this Agreement (**Effective Date**) between Ream Franchise Group, LLC (Franchisor) and \_\_\_\_\_ (Franchisee).

**RECITALS**

The Parties executed a “Franchise Agreement” on \_\_\_\_\_, 20\_\_, in which Franchisee agreed that upon the Transfer, expiration, or earlier termination of the Franchise Agreement, that Franchisor would own the right, title, and interest in and to all contact and electronic information relating to the Franchisee’s Clinic;

NOW THEREFORE, for and in consideration of the covenants found in the Franchise Agreement and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

**COVENANTS**

1. Franchisee acknowledges that, as between Franchisor, Franchisee, the public, and any other Person, the Franchisor solely owns the right, title, and interest in all telephone, telecopy, or facsimile machine numbers, directory listings, URL’s web page identifiers, blogs, vlogs, email addresses, and social network addresses (including Twitter and Facebook), that are associated with any Mark and Franchisee assigns to Franchisor all of Franchisee’s right, title, and interest to the same.

2. To the extent necessary to enforce this Agreement, Franchisee appoints Franchisor and any of its officers, as Franchisee’s attorney-in-fact (coupled with an interest,) to direct the telephone company, all telephone directory publishers, any electronic transfer agency, any URL or webpage host, and any other electronic business, company, transfer agent, host, webmaster, and the like to transfer to the Franchisor all telephone, facsimile machine numbers, and directory listings, and all electronic listings, web pages, social network pages or identities (including Twitter and FaceBook), URL’s, blogs, vlogs, “**handles**”, email addresses and the like that are owned by Franchisee or that relate to the Franchisee’s Franchised Business, and any party named herein may accept such direction under this Agreement as conclusive of Franchisor’s exclusive rights in and to such information, site, URL, electronic media, telephone numbers, directory listings and the like and Franchisor’s authority to direct their transfer. To the extent that any Person identified above or the law of the state in which such Person is located requires special language to enforce the Franchisor’s rights as the attorney-in-fact, or requires a special form, Franchisee will execute such additional form or will add such language to this Agreement.

3. This Agreement is only effective when the Franchise Agreement expires, is terminated, or when Franchisee has Transferred any interest only if the Franchisee fails or refuses to make the necessary assignments as contemplated by this Agreement.

4. The Recitals are incorporated into this Agreement by this reference.

Done as of the Effective Date.

*(Signature Page Follows)*

**FRANCHISOR:**  
REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_



**EXHIBIT 6**  
**FORM OF GENERAL RELEASE**

This General Release (**Release**) is made on the date that it is signed by Parties (**Effective Date**) between Ream Franchise Group, LLC, (**Franchisor**) and \_\_\_\_\_ (**Franchisee**), and \_\_\_\_\_ and \_\_\_\_\_ (jointly and severally the "**Guarantors**"). Franchisor, Franchisee, and Guarantors may sometimes be referred to as a "**Party**" or jointly as the "**Parties**". Any capitalized term not defined here will have the meaning outlined in the Franchise Agreement.

**RECITALS**

Franchisor and Franchisee entered into that certain franchise agreement dated \_\_\_\_\_ (**Franchise Agreement**), for which Guarantor has agreed to guarantee the performance of the Franchisee under the Franchise Agreement.

Franchisee desires to take some action (or make some amendment) to the Franchise Agreement, or desires for the Franchisor to take any action for which a General Release is called for in the Franchise Agreement or is required by Franchisor as part of such action and as a material inducement to the Franchisor approving the same, Franchisee and Guarantor have each agreed to provide this Release;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein, for that consideration stated below, and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

**COVENANTS**

1. Franchisee, for and on behalf of itself, its officers, directors, shareholders, and employees, and on behalf of any corporation or subsidiary, business entity, successor, assignee, and their officers, directors, shareholders, and employees, (**Franchisee Parties**) and Guarantor for himself or herself and for and on behalf of its family members and for and in consideration of: the Franchisor granting to the Franchisee the right to do the following: \_\_\_\_\_; and for other good and valuable consideration, all of which is deemed adequate by all Parties hereto, do each (personally, jointly and severally) from the beginning of time to the Effective Date of this Release, release, indemnify, and forever forgive and discharge Franchisor and Franchisor's officers, directors, shareholders, agents and employees (**Franchisor Parties**), from any and all: equitable or legal claims; claims sounding in federal law or state statute; causes of action; complaints; direct, indirect, punitive or consequential damages; judgments; business losses; awards; injury, or any other right or action whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, foreseeable or unforeseeable, matured or unmatured, absolute or contingent, determined or determinable, (separately and together a "**Claim**" or the "**Claims**") that relate in any way to, (i) the manner and method by which Franchisor delivered the FDD to Franchisee, and Guarantor; (ii) the content, or lack of content of the FDD (as such content may have been required by any applicable state or federal law); (iii) the performance or failure of performance of Franchisor or Franchisor Parties in reference to any federal-required or state-required disclosure obligations and requirements; (iv) any oral, written, express or implied promises, statements, disclosures and the like relating in any way to the Franchise Agreement or the franchise relationship between the Franchisor and Franchisor Parties, Franchisee, Guarantor and the Franchisee Parties; (v) the performance or the failure to perform of Franchisor or any Franchisor Party under the Franchise Agreement; (vi) the performance or failure to perform of Franchisor or any Franchisor Party under any other oral or written, express or implied agreement, covenant, or document whether or not found in the Franchise

Agreement; and, (vii) any other claim sounding in equity or law. Notwithstanding the preceding, nothing in this Release is intended to disclaim any representations made in the Franchise Disclosure Document.

2. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor each agree and expressly state that this Release was made in contemplation of not only known Claims and the consequences thereof but also in contemplation of the possibility that each such Party identified in this paragraph may or will sustain future damages presently unknown to them and which accrued on or before the Effective Date of this Release but which were not asserted until after that date. By executing this Release, Franchisee for itself and on behalf of the Franchisee Parties and the Guarantors intend to release Franchisor and the Franchisor Parties, jointly and severally, from liability for all known, unknown, and unforeseen Claims, losses, expenses, damages, costs, liabilities, business losses, and the consequences thereof.

3. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor each assume all risk that the facts and law may be, or may become, different from the facts and law as known to them or believed to be known by them as of the date of this Release, and each agrees that if the execution of this Release was made based on mistake (mutual or unilateral) that each will forever waive any right to claim that entering into this Release resulted from a mistake of any kind, thereby waiving all claims based upon the doctrine of mistake.

4. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor deliver this Release with the intent that Franchisor relies on it. Should any condition, covenant, or clause herein be considered to be unenforceable, the arbitrator under the Franchise Agreement will be permitted to amend the Release to the least extent possible to form an enforceable covenant, or if such amendment cannot be fashioned then to excise the offending clause, covenant, or condition to form an enforceable Release, which shall be binding upon the Parties to the fullest extent permissible.

5. Notwithstanding the terms of this Release, nothing herein relieves any Party of the obligation to maintain the confidentiality of the Proprietary Information or any component of the System. The terms of this Release are and will remain confidential and will not be disclosed by any Party, except as required by legal process, except as required to be disclosed in Franchisor's Franchise Disclosure Document.

6. In the event of a dispute concerning this Release, the Parties agree that the alternative dispute resolution provisions of the Franchise Agreement found in Article 16 are incorporated herein by this reference as if fully set forth here.

7. If any mandatory provisions of the governing state law limit or prohibit the use of this Release, or which in any manner impose different rights or obligations as are found herein, then such mandatory provisions of state law shall be deemed incorporated in the Franchise Agreement and this Release by reference and shall prevail over any inconsistent terms in this Release. If no such law exists, or if such law exists but permits the Franchisee to agree to abide by the terms of this Release, or if by accepting the alternative dispute resolution covenants of the Franchise Agreement found at Article 16, the state law is preempted by the federal law applicable to such dispute resolution, then the Franchisee, the Franchisee Parties, and the Guarantor each agree to abide by the terms of this Release. Notwithstanding the preceding, claims arising from representations in the FDD are excluded from this Release.

8. Notwithstanding anything herein to the contrary:

a. Release of Unknown Claims and Waiver of California Law. The Franchisee, Franchisee Parties, and Guarantors acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them



at the time of execution of this Release, such as Section 1542 of the Civil Code of the State of California which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his or her settlement with the debtor.”

Franchise, Franchisee Parties, and each Guarantor waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California and any similar provisions of any other law (as may apply to this Release), to the fullest extent that the Franchisee, Franchisee Parties, and Guarantors, may lawfully waive such right or benefit. In connection with such waiver and relinquishment, and concerning any released claims, the Franchisee, Franchisee Parties, and Guarantors each acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but that it is the Franchisee’s, Franchisee Party’s, and Guarantor’s intention to settle and release fully, finally and forever, all claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist or existed in the past, and in furtherance of such intention, the Release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and each Franchise Party and Guarantor agree to indemnify and defend Franchisor and the Franchisor Parties from all claims arising out of, directly or indirectly, the assertion by Franchisee, each Franchisee Party, and each Guarantor (or any Person by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 6(a) above. Further, this Release will not be required in exchange for assistance related to a declared state or federal emergency.

b. Release of Unknown Claims and Waiver of South Dakota Law. The Franchisee and each Franchisee Party and Guarantor each acknowledge that each is aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them at the time of execution of the release, such as South Dakota Codified Laws§ 20-7-11, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

Franchisee and each Franchisee Party and Guarantor waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws and any similar provisions of any other law (as may apply to this Release) to the fullest extent that they may lawfully waive such right or benefit about the subject matter of this Release. In connection with such waiver and relinquishment, with respect to any released claims, Franchisee and each Franchisee Party and Guarantor acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and each Franchisee Party and Guarantor now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist or existed in the past, and in furtherance of such intention, the release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and each Franchisee Party and Guarantor agree to defend and indemnify the Franchisor and the Franchisor Affiliates from all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any Person by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section 1(b) of this Release.



9. **Additional Provisions**

a. Each Party represents that the execution and delivery of this Release is the duly authorized and binding act of such a Party.

b. The Recitals are incorporated herein by this reference.

c. This Release shall be interpreted under the laws of the state where the Franchisee is located without regard to any conflict of laws provision to the contrary. Enforcement of this Release is subject to the alternative dispute resolution provisions of the Franchise Agreement found in Article 16 as though such Article was incorporated in its entirety herein.

d. Each Party will fully cooperate with all other Parties concerning the performance of this Release. Each Party will execute, acknowledge and deliver such further documents that may reasonably be required to perform this Release effectively and evidence the release of all obligations and liabilities of the Parties as more fully stated herein.

e. This Release may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument, without the necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

*(Signature Page Follows)*



**DONE AS OF THE EFFECTIVE DATE**

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

**FRANCHISEE:**

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

Sign: \_\_\_\_\_

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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

**GUARANTORS:**

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
individually

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

Date: \_\_\_\_\_



**EXHIBIT 7**  
**MSA SAMPLE (NOT FOR USE)**

## MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (**MSA**), is effective on the date that it is finally signed by all "**Parties**" (**Effective Date**) between \_\_\_\_\_ [name of franchisee], ("**Management Service Organization**" or "**MSO**") and \_\_\_\_\_ [name of Medical Professional's business] (**Medical Professional Organization**). MSO and the Medical Professional Organization may be called a "**Party**" or the "**Parties**." Any capitalized term not defined in this MSA will have the meaning given it in the "**Franchise Agreement**" defined below. Reference to a "**Person**" means a natural person or a business entity.

### RECITALS

MSO entered into a franchise relationship with Ream Franchise Group, LLC (**Franchisor**) by signing a franchise agreement on \_\_\_\_\_, 20\_\_ (**Franchise Agreement**), in which MSO is granted the right to operate the MSO business on behalf of the Medical Professional Organization through use of the Franchisor's System. As part of the grant under the Franchise Agreement, the Franchisor's affiliate, ZCB Works, LLC, (**IP Affiliate**), granted the MSO the right to sublicense certain trademarks, trade names, service marks, logos, and similar commercial symbols (together, the "**Marks**") to the Medical Professional Organization under the terms of this MSA. The Marks are identified in Schedule 1 that is made part of this MSA.

The Medical Professional Organization agrees to use the below-described services offered by the MSO (**MSO Services**) in the delivery of certain healthcare services to men (**Patients**), including hormone replacement, erectile dysfunction and vitamin wellness therapies, weight management, physicals and similar non-critical healthcare services, goods, and medications (**Healthcare Services**) through the Medical Professional's medical clinic (**Clinic**), under the terms of this MSA.

The Parties agree that under all circumstances, the operation of the Clinic will be subject to all state and federal ordinances, statutes, rules, regulations, directives, and controls (singularly and together "**Applicable Laws**") of any governmental or quasi-governmental agency that has jurisdiction over the Clinic, the MSO and the Medical Professional Organization (singularly and together, the "**Governmental Authorities**."

**NOW, THEREFORE**, in consideration of the mutual covenants found here and for other good and valuable consideration, all of which is deemed to be adequate by the Parties, the Parties agree as follows:

### COVENANTS

#### ARTICLE 1. TERM OF MSA

a. The initial term of this MSA (**MSA Initial Term**) begins on the Effective Date and continues for \_\_\_\_\_ [*this should be for the initial term of the MSO's franchise agreement, but spelled out in years or months.*]

b. This MSA will automatically renew for additional \_\_\_\_\_ terms (each, an "**MSA Renewal Term**") following the end of the MSA Initial Term unless MSO or the Medical Professional Organization gives written notice of non-renewal at least 60 days before the end of the initial term or current renewal term.

c. Together, the MSA Initial Term and each MSA Renewal Term may be referred to as a

“Term” or as two or more “Terms,” as the sentence or paragraph may dictate.

## ARTICLE 2. MSO SERVICES

a. Subject to all Applicable Laws, the MSO will provide the following services to the Medical Professional Organization:

i. The purchase or lease of the Clinic site (**Premises**) in which will operate the MSO and Medical Professional Organization. The Premises must comply with Applicable Law, demands of Governmental Authorities, and the Franchise Agreement. The MSO shall perform all tenant or owner responsibilities in reference to the Premises, including paying rent as more fully described in Section 4 below.

ii. The purchase or lease of all furniture, fixtures, and equipment other than the Medical Equipment needed to operate and manage the Clinic (**Clinic FF&E**) and all other items necessary to operate the MSO.

iii. Subject to Applicable Law, the development and management of a system to help with the non-medical operations of the Clinic, including scheduling Patient appointments and responding to Patient non-medical inquiries, the determination and purchase of adequate insurance to cover the operations of the MSO, and the non-medical operations of the Premises, general bookkeeping services, and helping the Medical Professional Organization in the operation of the “**Medical Practice Software**,” which is a software system that helps the Medical Professional Organization input Patient notes, issue prescriptions electronically, and that offers similar applications that allows the Medical Professional to operate in the Clinic environment.

iv. The delivery of billing services to the Medical Professional Organization with the understanding that,

A. the MSO will bill the Medical Professional Organization’s Patients within 30 days of the date that any service was rendered to the Patient;

B. the MSO will also prepare and file insurance and all other necessary or desirable reports, claims, or appeals related to billing to third-party-payors and reimbursement for services performed by the Medical Professional Organization;

C. all billings prepared by the MSO be prepared on the Medical Professional Organization’s letterhead;

D. all payments received for the rendering Healthcare Services must be promptly remitted, in full, to the Medical Professional Organization;

E. all payments from Patients shall be payable to the Medical Professional Organization, and the MSO is not entitled to receive any payments directly from Patients in satisfaction of amounts owed by the Medical Professional Organization to the MSO;

F. the Medical Professional Organization and each Medical Professional also agree that fees or remuneration of any type realized for services rendered outside of the Clinic but that are for or on behalf of the Clinic (for lectures or the remote delivery of Healthcare Services for instance) must be identified to the MSO for bookkeeping and collection purposes;



G. the Medical Professional Organization irrevocably designates and appoints the MSO, and its authorized officers and agents as the Medical Professional Organization's agent and attorney in fact for billing and collection services, for endorsing and depositing into the Medical Professional Organization's bank accounts checks, drafts, or other negotiable instruments that either Party receives in payment for Healthcare Services rendered at the Clinic, and otherwise perform billing, collecting, accounting and depositing such funds on behalf of and for the benefit of the Medical Professional Organization.

H. subject to the above and Applicable Law, the Medical Professional Organization and each Medical Professional will follow all rules and regulations of the MSO concerning billing practices, including accounting daily for billable work and such other accounting periods as the MSO may dictate.

v. Hiring, training, scheduling, supervising, and managing the administrative and non-medical office staff for the MSO business and the Clinic. In this regard, the MSO will never regulate the medical or supervisory staff that the Medical Professional Organization uses to operate the Clinic.

vi. To the extent permitted by Applicable Law, prepare and file state and federal tax reports and returns with the understanding that to the extent that Applicable Law requires the Medical Professional Organization to prepare and sign such forms.

vii. Performing other non-medical services as may be required from time to time to ensure the operation of the MOS and the Medical Professional Organization.

b. Unless caused by the negligence of the Medical Professional Organization, a Medical Professional or other staff hired by the Medical Professional Organization, in which case the Medical Professional Organization will be billed for any cost, fee, loss, or damage suffered by the MSO, the MSO will provide

i. general facility services including cleaning and maintenance of the Clinic, FF&E, medical equipment, and all other fixtures and equipment;

ii. all office and similar non-medical supplies necessary to operate the Clinic. Supplies used solely in the delivery of the Healthcare Services, including medical consumables such as personal protection equipment and sharps, will be supplied by the Medical Professional Organization at its sole cost and expense;

iii. general utilities normally and usually used in the operation of the Clinic; and,

iv. clerical, administrative and similar non-medical staff;

c. To perform the above services, the Medical Professional Organization grants the MSO the authority to perform all of the above in the name of the Medical Professional Organization as its attorney-in-fact, designates the MSO as its attorney-in-fact, to sign all documents on behalf of Medical Professional Organization to the extent necessary to provide the MSO Services and to perform MSO's duties required by this MSA.

**d. The MSO is not responsible for, and will never engage in, any counseling or screening of Patients.**

**e. The MSO Services do not include and will never be construed as requiring the MSO**



**to refer Patients to the Medical Professional Organization or a Medical Professional.**

**ARTICLE 3. DUTIES OF THE MEDICAL PROFESSIONAL ORGANIZATION**

a. During each Term, only those Persons licensed by the state in which the Clinic is located and are in compliance with other local, state, and federal Applicable Law (each Person being a “**Medical Professional**”) may deliver the Healthcare Services.

i. **EACH MEDICAL PROFESSIONAL UNDERSTANDS AND ACKNOWLEDGES THAT THE PRACTICE OF MEDICINE IS HIGHLY REGULATED AT THE LOCAL, COUNTY, STATE, AND FEDERAL LEVELS. EACH MEDICAL PROFESSIONAL MUST COMPLY AT ALL TIMES WITH APPLICABLE LAWS RELEVANT TO THE PRACTICE OF MEDICINE, INCLUDING MAINTAINING ALL STATE LICENSING AND ADHERING TO PATIENT PRIVACY LAWS AND STATE AND FEDERAL PATIENT INFORMATION PROTECTION ACTS, APPLICABLE LAWS ON PRESCRIBING MEDICINE, RUNNING MEDICAL TESTS AND LABORATORY ANALYSES, AND SIMILAR LOCAL, COUNTY, STATE, AND FEDERAL LAWS. THESE DUTIES ARE APPLICABLE DURING EACH TERM OF THIS MSA.**

ii. **THE MSO (AND ANY OF IT’S STAFF) WILL NEVER PROVIDE OR DELIVER INFORMATION, DIRECTIONS, OPINIONS, MEDICAL DIRECTIVES, TREATMENT PLANS, OR PRESCRIPTION ADVICE AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY THE MEDICAL PROFESSIONALS.**

iii. **THE MEDICAL PROFESSIONAL ORGANIZATION AND EACH MEDICAL PROFESSIONAL UNDERSTANDS THAT THEY ARE SUBJECT TO OTHER FEDERAL LAWS THAT GOVERN THE DELIVERY OF HEALTHCARE SERVICES, INCLUDING, WITHOUT LIMITATION, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) WHICH GOVERNS THE PROTECTION OF PATIENT INFORMATION, THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITEC) ACT, WHICH GOVERNS ELECTRONIC PATIENT RECORD KEEPING, THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA), WHICH PROVIDES GUIDELINES AND REGULATIONS FOR MAINTAINING THE ON-SITE LABORATORY, AND REGULATIONS OF THE UNITED STATES DRUG ENFORCEMENT AGENCY (DEA), WHICH GOVERN PRESCRIPTION PRACTICES.**

iv. **THE MEDICAL PROFESSIONAL ORGANIZATION COVENANTS AND AGREES THAT IT HAS MADE ALL EFFORTS TO ENSURE THAT THIS MSA COMPLIES WITH ANY APPLICABLE STATE LAWS AND REGULATIONS THAT PROHIBIT THE CORPORATE PRACTICE OF MEDICINE AND FEE-SPLITTING. THE MSO WILL REASONABLY COOPERATE WITH THE MEDICAL PROFESSIONAL ORGANIZATION TO ENSURE COMPLIANCE WITH ANY CHANGES TO APPLICABLE LAWS DURING EACH TERM.**

v. **THE MSO WILL HAVE NO CONTROL OR DIRECTION OVER THE NUMBER, TYPE, OR RECIPIENTS OF REFERRALS MADE BY OR TO THE MEDICAL PROFESSIONAL ORGANIZATION OR A MEDICAL PROFESSIONAL AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED AS DIRECTING OR INFLUENCING SUCH REFERRALS.**



vi. **From time to time, a Governmental Authority may add to, delete (and then reinstate), or modify Applicable law. The Medical Professional Organization or a Medical Professional will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law in the medical operations of the Clinic.**

vii. **Applicable Law may also impose other restrictions on the operation or management of the Clinic or its management, including the requirement that Patients be obtained only through referral by a primary-care physician, that controls the amount of equity the Medical Professional must own and that restrict the franchisee from owning or managing more than one Clinic.**

viii. **Compliance with this Section is a material inducement to the MSO for entering into this MSA with the Medical Professional Organization, and its breach may result in the termination of this MSA with no opportunity to cure.**

b. During each Term, and to the fullest extent permitted by Applicable Law and Governmental Authorities, the Medical Professional Organization will provide the Healthcare Services Medical Professional Organization Services in compliance with the terms and conditions outlined in this MSA and good medical practices. The current list of Healthcare Services offered is identified in Schedule A, as it may be modified from time to time by the MSO. In such an event, the Medical Professional Organization will be given no less than 60 days to comply. Such change may result in additional payments being made to the MSO by the Medical Professional Organization.

c. The Medical Professional Organization and each Medical Professional will devote their best efforts when working in the Clinic. All Healthcare Services will be delivered to the Patients ethically, honestly, and in keeping with the highest standards required by the state where the Clinic is located.

d. The Medical Professional Organization and each Medical Professional will use the Medical Practice Software to perform their duties while at the Clinic, including using the Patient Notes, medical billing coding, and all other modules used to manage the medical operations of the Clinic's practice. Where necessary, each Person will also follow such directions as may be given to them by the MSO regarding non-medical administrative matters. The Medical Professional Organization and each Medical Professional will also comply with third-party-payor rules and regulations to ensure that third-party-payor billing is done correctly.

e. The Medical Professional Organization will create advertising for itself with the understanding that unless specifically permitted by Applicable Law, the MSO will not review or approve any such advertising before it is placed in any medium. Such advertising must, however, have the name of the Clinic, use the Marks, and have the address of the Premises prominently displayed.

f. The Medical Professional Organization must hire all medical staff, and medical staff shall only operate under the control of the Medical Professional. The Medical Professional Organization must pay for all of its staff members that under Applicable Law cannot be paid by the MSO. To this end, it will report the same to the MSO as necessary to ensure that the MSO can keep proper records concerning the same and, as applicable, prepare and fund all tax filings.

**g. The Medical Professional Organization shall be solely responsible for ordering, paying for, storing, transferring to other locations, and maintaining all records in connection with their use and disposition of all "Controlled Substances," as that term is defined by the federal Controlled Substances Act of 1970 (as amended) and by other Applicable Laws issued by any**



**Governmental Authority. The MSO has no responsibility for and shall not engage in any activity connected with any Controlled Substance.**

h. The Medical Professional Organization will for itself and will enforce with its Medical Professionals and each employee a strict policy of delivering prompt and professional attention to all Patients. In this regard, it will enforce a strict policy of non-discrimination. By way of example but not limitation, it will not discriminate against any Patient because of the Person's race, color, creed, national origin, sexual orientation, handicap, religion, gender choice (though the Clinic does not offer medical services to those persons that the Medical Professionals determine cannot receive any medical benefit from the delivery of healthcare services) marriage status, or any other suspect class.

#### **ARTICLE 4. USE OF THE PREMISES FOR THE DELIVERY OF HEALTHCARE SERVICES**

a. For each Term, the MSO grants the Medical Professional Organization a revocable, non-assignable, and limited license to use the Premises, Clinic FF&E, medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment necessary to operate the Clinic (**Medical Equipment**), and all other fixtures and equipment strictly for operating the Clinic and for no other purpose. This license to use the Premises is not a lease or sublease of the Premises, and this MSA does not create a landlord and tenant or master tenant and subtenant relationship and does not give the Medical Professional Organization or any Medical Professional the right to continued use, possession or occupancy of the Premises, except to the extent expressly stated in this MSA.

i. This limited license is co-terminus with this MSA, whether upon expiration or earlier termination of the then-current Term. This license shall be deemed to end automatically upon the termination of this MSA.

ii. The Medical Professional Organization will use the Premises, the Clinic FF&E, Medical Equipment, and all other fixtures and equipment for the sole purpose of operating the Clinic and for no other purposes.

iii. Upon the expiration or earlier termination of this MSA, the Medical Professional Organization will return the Premises and each piece of the Clinic FF&E, Medical Equipment, and all other fixtures and equipment in the condition they were delivered to them excepting normal wear and tear. To the extent that any damage or loss exceeds normal wear and tear, the Medical Professional Organization will be solely responsible for all costs, fees, damages, or other losses suffered by the MSO as a result.

b. In regard to the Premises, the Medical Professional Organization will be responsible for compliance at the Premises with Applicable Laws, including federal and state OSHA regulations and all requirements for medical waste management. The Parties will cooperate as necessary to ensure such compliance;

#### **ARTICLE 5. RECORDS**

a. All patient charts, records, and vital records concerning Patients (**Patient Records**) will be created by the Medical Professional Organization. All such records and Patient information will, at all times, be treated by the Parties and their employees as confidential information. The MSO will have limited access to the Patient Records solely to perform its duties under this MSA. Such access is always limited to the fullest extent required by Applicable Law, and the Medical Professional Organization is solely responsible for monitoring and controlling such access. Upon termination of this MSA for any reason, all



Patient Records shall be returned to the Medical Professional Organization, though the MSO may keep copies of such records as may be required by Applicable Law, including the rules and regulations of the Internal Revenue Service and third-party payors. The Parties agree that to comply with Applicable Law, including HIPAA, the Parties, the Medical Professionals, and other staff members may be required to execute one or more HIPAA-compliant agreements or other agreements otherwise required by Applicable Law.

b. The Medical Professional Organization will also generate other written or electronically generated books and records relating to the operation of the Clinic that may be in addition to the Patient Records and the MSO Records. (**Medical Professional Organization Records**.) The Medical Professional Organization and each Medical Professional agrees that the MSO Records are part of the MSO's "**Proprietary Information**" (defined below). As such, the use of the Medical Professional Organization Records is strictly limited in the manner stated for all Proprietary Information.

c. The MSO will itself generate written and electronically generated records, including operations, office, and management manuals, financial statements, and similar records used in the operation of the MSO and as part of the delivery of the MSO Services. (**MSO Records**). The Medical Professional Organization and each Medical Professional agree that the MSO Records are part of the MSO's Proprietary Information, and their use is strictly limited in the manner stated for all Proprietary Information.

d. The Patient Records, Medical Professional Organization Records, and the MSO Records will be kept for the longer of (a) six years from and after the expiration or earlier termination of this MSA; (b) six years from and after the delivery of Healthcare Services to a Patient, (c) such time as may be required to complete any government audit that may be initiated concerning such records; or (d) as long as may be required by Applicable Law.

e. The Medical Professional Organization agrees that upon reasonable demand, the MSO, contracting health plans and all Governmental Authorities, including state regulatory authorities, the United States Department of Health and Human Services, the United States Government Accounting Office, the Comptroller General of the United States, and their authorized designees will have access to the Patient Records and Medical Professional Organization Records during any Term and for at least the time identified in subsection (c) just above.

## **ARTICLE 6. MARKS AND PROPRIETARY INFORMATION**

a. With the prior consent of the IP Affiliate, the MSO grants the Medical Professional Organization a revocable, non-assignable, and non-exclusive sublicense to use the Marks

b. With respect to the Marks:

i. Except as permitted in this MSA, the Medical Professional Organization and each Medical Professional will not use any of the Marks as part of an electronic mail address or in or on online sites, and the Medical Professional Organization and each Medical Professional will not use or register any of the Marks as part of an Internet domain name.

ii. The Medical Professional Organization and each Medical Professional will not, without the MSO's express written permission, use the MSO's name, the Marks, copyrighted information, or other "**Proprietary Information**" (defined below) on any checks, employee records, employee applications, employee handbooks, or other items that are delivered to the employee.



iii. Any use of a Mark in advertising must be with the MSO's prior written approval as outlined in this MSA.

iv. The Medical Professional Organization and each Medical Professional will not (i) directly or indirectly contest nor aid in contesting the validity of the ownership of the Marks; or (ii) in any manner interfere with or attempt to prohibit the IP Affiliates, MSO's, the Franchisor, or any franchisee of the Franchisor's use of the Marks.

v. The Medical Professional Organization and each Medical Professional further agree to execute all additional documents and assurances reasonably requested by the MSO, the Franchisor or IP Affiliate in connection with the ownership and use of the Marks and agree to cooperate with the MSO fully, the Franchisor or IP Affiliate or any of the Franchisor's other franchisees or licensees in securing all necessary and required consents of any federal or state agency or legal authority.

vi. The Medical Professional Organization and each Medical Professional will promptly notify the MSO in writing of any possible infringement, unfair competition, or similar claims about the Marks or any component of the Proprietary Information that may be the same as or confusingly similar to that used by the MSO.

vii. The MSO's IP Affiliate and the MSO have the right to control any administrative proceedings or litigation involving a Mark licensed or sublicensed to the Medical Professional Organization and each Medical Professional. If the Medical Professional Organization and each Medical Professional learn of any claim against the Medical Professional Organization and each Medical Professional for alleged infringement, unfair competition, or similar claims about the Marks, the Medical Professional Organization and each Medical Professional must promptly notify the MSO. The MSO's IP Affiliate and the MSO will take the action the MSO deems necessary to defend the Medical Professional Organization and each Medical Professional. The MSO will indemnify the Medical Professional Organization and each Medical Professional for any action against the Medical Professional Organization and each Medical Professional by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. The MSO has no obligation to defend or indemnify the Medical Professional Organization or a Medical Professional if the claim against the Medical Professional Organization or the Medical Professional relates to the Medical Professional Organization's or Medical Professional's use of the Marks in violation of this MSA.

viii. The Medical Professional Organization and each Medical Professional will not use the phrase "**Gameday Men's Health**," "**Ream**," or any phrase that may be commercially similar, or any portion of the Marks in the legal name of the Medical Professional Organization or each Medical Professional's name or business entity. The Medical Professional Organization and each Medical Professional agree not to register or attempt to register or use a Mark using the above (or words similar to these phrases) without the MSO's prior written consent, which may be withheld for any reason or no reason.

ix. The Medical Professional Organization and each Medical Professional may do business as "**XYZ, LLC (or other business entity) doing business as Gameday Men's Health** \_\_\_\_\_ (city/county/state)" after first receiving the MSO's prior written approval, which may be granted or denied for any reason or no reason.

x. The Medical Professional Organization and each Medical Professional understands that they may not transfer, sublicense, or encumber the Marks in any manner.

xi. The Medical Professional Organization and each Medical Professional agree that to the fullest extent permitted by Applicable Law, the Medical Professional Organization's, and each



Medical Professional's telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses used in the operation of the Clinic constitute a part of the MSO's Proprietary Information, and the Franchisor's System, and are owned by the MSO and not the Medical Professional Organization or the Medical Professional and are subject to the restrictions of this MSA. Accordingly, the Medical Professional Organization and each Medical Professional will not change any such information or assert an ownership claim on the same without the MSO's written approval, which may be granted or denied for any reason or no reason. The Medical Professional Organization and each Medical Professional will sign such documentation as the MSO deems necessary to protect the ownership rights of the above in the name of the MSO when such documentation is delivered to them. Each Party understands and specifically agrees the Medical Professional Organization's, each Medical Professional's, and the Clinic's telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for the Medical Professional Organization and each Medical Professional that are used in conjunction with this MSA and the operation of the Clinic will remain the MSO's property.

xii. If the MSO, in the MSO's sole discretion, determines it necessary to modify or discontinue use of any Marks or any portion of the Proprietary Information or the System, or to develop additional or substitutes for any such component, the Medical Professional Organization, and each Medical Professional will, within a reasonable time after receipt of written notice from the MSO, take such action, at the Medical Professional Organization and each Medical Professional sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

xiii All goodwill associated with the Marks, the Proprietary Information, and any portion of the System, including any goodwill that might have arisen through the Medical Professional Organization's and each Medical Professional's activities at, by or through the Clinic, will inure directly and exclusively to the MSO's, IP Affiliate's, or Franchisor's benefit, except as otherwise provided in this MSA or by Applicable Law.

xiv. No marks, logotypes, trade names, trademarks, or the like other than those specifically approved by the MSO will be used by the Medical Professional Organization and each Medical Professional in the Medical Professional Organization and each Medical Professional's or the Clinic's identification, marketing, promotion, or operation.

c. Certain trade secret, confidential and proprietary information ("**Proprietary Information**" defined below) owned by the MSO or licensed to the MSO by the IP Affiliate or the Franchisor will be disclosed to the Medical Professional Organization and each Medical Professional during the Person's time at the Clinic.

i. The "**Proprietary Information**" includes, (i) Persons that are, have been or will become medical professional organizations that work with the MSO under separate agreements; (ii) except those matters that must be operated and administered solely by the Medical Professionals, the MSO's proprietary method of managing a Clinic; (iii) to the fullest extent permitted by Applicable Law, the identity of and contact information for each Patient (**Patient List**); (iv) the right to keep Patients after the expiration, termination or transfer of the Medical Professional Organization's rights under this MSA; (v) the Franchisor's System; (vi) the MSO Records; and, (vii) any common law or statutory trademark, trade name, service mark, logo, and copyright rights. The Proprietary Information may be added to and revised from time to time at the MSO's sole discretion.

ii. In consideration of the time and effort that the MSO and Franchisor have spent to create the System, in consideration of the goodwill that has been generated as a result of such efforts, and



for other good and valuable considerations, the Medical Professional Organization and each Medical Professional agree that the MSO and Franchisor retain ownership and control of all components of the Proprietary Information including all Patient Lists. To the greatest extent permitted by Applicable Law, the MSO also retains the right to provide Healthcare Services to the Patients (and to the exclusion of the Medical Professional Organization or a Medical Professional) after the expiration, termination, or transfer of the Medical Professional Organization or a Medical Professional's rights under this MSA.

iii. Nothing in this MSA will be construed to require the MSO to divulge any portion of the Proprietary Information except for purposes of helping the Medical Professional Organization and each Medical Professional operate the Clinic.

iv. The Medical Professional Organization and each Medical Professional may disclose Proprietary Information only to those employees, agents, and representatives who must have access to operate the Medical Professional Organization or a Medical Professional.

v. The Medical Professional Organization and each Medical Professional have the right to use the Proprietary Information only for so long as the Medical Professional Organization and each Medical Professional complies with this MSA and the MSO's policies and procedures.

vi. The Medical Professional Organization and each Medical Professional acknowledge that the MSO has the sole right to license and control the use of every component of the Proprietary Information. The Medical Professional Organization and each Medical Professional also acknowledge that the Medical Professional Organization and each Medical Professional has not acquired any right, title, or interest in or to any Proprietary Information component and will not acquire any such interest in the future. The Medical Professional Organization and each Medical Professional are granted the limited, non-exclusive license to use the same only in the operation of the Clinic.

vii. The Medical Professional Organization and each Medical Professional will not copy any component of the Proprietary Information unless the MSO specifically authorizes it in writing, which authorization may be granted or denied for any reason or no reason at all.

viii. The Medical Professional Organization and each Medical Professional will not, during any Term of this MSA, at any time after a transfer, or after the expiration or earlier termination of this MSA, reveal any component of the Proprietary Information to any Person not otherwise authorized by this MSA to see such information.

ix. The MSO reserves the right to identify certain Persons employed by the Medical Professional Organization or a Medical Professional (and require the Medical Professional Organization and each Medical Professional) to sign a nondisclosure and non-competition agreement.

x. The Proprietary Information may be added to and revised from time to time in the MSO's sole discretion, and the Medical Professional Organization and each Medical Professional agree to abide by such changes as they occur.

d. The Medical Professional Organization and each Medical Professional agrees to:

i. Fully and strictly adhere to all security procedures prescribed by the MSO to protect and maintain the Marks, each component of the System, and all of the Proprietary Information.

ii. Refrain from using any component of the Marks, the System, or the Proprietary Information in any other business or any manner not specifically authorized or approved in writing by the



MSO.

iii. Exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term of this MSO.

iv. Refrain from conducting any activity at the Clinic or taking any illegal action that could damage or disparage the Marks or negatively impact the reputation and goodwill of the MSO, the IP Affiliate, the Franchisor, the Marks or System.

v. Execute all additional documents and assurances in connection with the Marks, the System, and any portion of the Proprietary Information as reasonably requested and agree to cooperate with the MSO and any of the Franchisor's franchisees or licensees in securing all necessary and required consents of any Governmental Authority to use of the Marks, any portion of the Proprietary Information, or any other component that are or become a part of the System in the operation of the Clinic.

vi. The Medical Professional Organization or a Medical Professional will not create or cause to be created any lien or encumbrance on the Premises, the Marks, the System, or any other licensed item identified in this MSA.

e. During any Term, the Medical Professional Organization or a Medical Professional may create, design, or otherwise improve upon any portion of the System, the Marks, the Proprietary Information, or the like (**Innovation**).

i. Any such Innovation is the Franchisor's sole and exclusive property. Upon creating or discovering such Innovation, the Medical Professional Organization or a Medical Professional will immediately notify the MSO in writing, which will describe the nature of the Innovation in detail. The MSO or Franchisor has the sole and exclusive right to approve or disapprove of any such Innovation for any reason or no reason at all. If approved, the Franchisor or MSO may permit the Medical Professional Organization or a Medical Professional to use the Innovation and may, in the Franchisor's sole discretion, permit any one or more franchisees, the MSO, and the Franchisor to use any portion of the Innovation.

ii. The Medical Professional Organization or a Medical Professional agrees that as between the Medical Professional Organization or a Medical Professional and the Franchisor or MSO, or any third party, the Franchisor owns the right, title, and interest to the Innovation.

iii. The Medical Professional Organization or a Medical Professional agrees to take any action necessary to ensure that such right, title, and interest is possessed by the Franchisor or the MSO. To the extent that such ideas, concepts, techniques, or materials include copyrights (whether in common law or registered) or patents, the Innovation will be a "**work-made-for-hire**." To the extent the Innovation is not deemed a work-made-for-hire, the Medical Professional Organization or a Medical Professional expressly assign to us all exclusive right, title, and interest in and to any portions of the Innovation without further consideration or restrictions liens, or encumbrances. To the extent any of the rights in and to any Innovation cannot be automatically assigned to us due to Applicable Laws, the Medical Professional Organization or a Medical Professional will ensure that the MSO is granted an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) to practice such non-assignable rights, including the right to use, reproduce, distribute, and modify any Innovation. To the extent any of the rights in and to such Innovation can neither be assigned nor licensed to us, the Medical Professional Organization or a Medical Professional irrevocably waive and agree never to assert such non-assignable and non-licensable rights against us or any of the MSO's successors in interest. No rights of any kind in or to an Innovation are reserved to or by the Medical Professional Organization or a Medical Professional, and



none will revert to or be reserved by the Medical Professional Organization or a Medical Professional.

iv. The MSO is not obligated to pay the Medical Professional Organization or a Medical Professional for the Innovation, though it reserves the right to do so without incurring the obligation to pay the Medical Professional Organization or a Medical Professional for any future Innovation.

f. The Medical Professional Organization acknowledges and agrees that a breach of any term, covenant, or condition of this Article would cause irreparable injury for which money damages would not be an adequate remedy. As a result, the MSO is be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Medical Professional Organization or any Medical Professional from violating the provisions of this Article.

## **ARTICLE 7. FEES**

a. Beginning on the Effective Date, the Medical Professional Organization will pay the MSO \$\_\_\_\_\_ (**MSO Fee**) as payment for, (i) the non-exclusive license to access and use of the Premises, (ii) the non-exclusive license to access and use of all of the Clinic FF&E, Medical Equipment, and all other furniture, fixtures, and equipment, (iii) the non-exclusive license and right to use the Marks and Proprietary Information as described in this MSA; and, (iv) the delivery of the MSO Services.

i. The MSO will bill the Medical Professional Organization in arrears on the first day of each month for the previous month. (**Due Date**). If the Effective Date is other than the first day of a month, the payment of the MSO Fee for that month will be prorated.

ii. The MSO Fee will be automatically withdrawn from the Medical Professional Organization's operating account through an electronic fund transfer (**EFT**). The Parties agree that they will cooperate to cause the EFT process to be arranged. This will be done on or before the Effective Date.

b. The MSO Fee, or any other fees due and payable under this MSA, are not intended to be, and shall not be interpreted to be payment for the referral of a Patient to the Clinic

c. There may be other fees or costs identified elsewhere in this MSA, all of which will be billed and collected the same manner as the MSO Fee.

d. If the Medical Professional Organization fails to have sufficient funds in the account Due Date or otherwise fails to pay any other fees due under this MSA, then in addition to the amount owed, the MSO will charge a late fee of \$\_\_\_\_\_ per day (**Late Fee**), plus interest at 18% per annum, compounded monthly (**Default Interest**). Default Interest will never be greater than the highest amount permitted in Clinic's state, and if this Default Interest rate violates Applicable Law, it will be automatically reduced to the highest interest rate permitted.

e. The Medical Professional Organization acknowledges that nothing in this Section constitutes the MSO's agreement to accept any payments after they are due or a commitment to extend credit to or otherwise finance the Clinic's operations. The collection of a Late Fee and Default Interest and accepting any late payment will not diminish the MSO's rights to any other remedies available under this MSA or Applicable Law as all remedies are cumulative.

f. Notwithstanding any designation by the Medical Professional Organization as to the application of a payment, the MSO will allocate any payment first to any Late Fees and Default Interest, then to any late MSO Fees and other past-due fees, then to current MSO Fees and other fees that are due.



The allocation set forth above will not postpone any payments due on a current or future Due Date.

#### **ARTICLE 8. PRACTICE OF MEDICINE**

a. The Parties specifically agree that the Medical Professional Organization and the Medical Professionals are solely and exclusively responsible for the delivery of the Healthcare Services and any other medical or quasi-medical treatments, diagnoses, policies, ethical determinations, procedures, prescriptions, testing, or equipment delivered to a Patient. The MSO will have no right or authorization to participate in any manner concerning the above. The Medical Professional Organization or any Medical Professional will not delegate any matter to the MSO that would permit or require the MSO to practice medicine or any other profession requiring a professional license.

b. The Professional Organization shall further have the discretion and authority to choose which Medical Equipment will be used in connection with providing the Healthcare Services.

c. The Medical Professional Organization acknowledges that it has reviewed and approved all fixtures, equipment, and devices located at the Premises and agrees that if the Medical Professional Organization decides to use Medical Equipment or devices not made available under this MSA, it will do so at its own cost, expense and risk.

#### **ARTICLE 9. MEDICAL PROFESSIONAL INSURANCE**

a. Before the Effective Date and then annually, the Medical Professional Organization will purchase, and will maintain in full force and effect during each Term, an insurance policy or policies protecting the Medical Professional Organization, each Medical Professional, the MSO, and the officers, directors, members, managers partners, and employees of each Party against any loss, liability, personal injury, death, product liability, vicarious liability, property damage, or expense whatsoever arising or occurring upon or in connection with the delivery of the Healthcare Services, or other goods or services offered to Patients by the Medical Professional Organization and its Medical Professionals and other staff members over whom the MSO has no control. Each policy will include primary and non-contributory coverage, ongoing and completed operations, products and completed operations liability, and a blanket waiver of subrogation for all additional insured.

b. Before the Effective Date and at least 30 days after the renewal of each such policy, the Medical Professional Organization will deliver to us the actual policy or policies of insurance or endorsements issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

c. All policies will expressly provide that no less than 30 days prior written notice will be given to the MSO in the event of a material alteration to, termination, non-renewal, or cancellation of the coverage evidenced by such policies.

d. The Medical Professional Organization will obtain the following coverage:

i. Professional Liability Insurance covering all Medical Professionals with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

ii. Excess liability umbrella coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.



- iii. Employer’s liability and worker’s compensation insurance as required by state law.
  - iv. Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage.
  - v. Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000.
  - vi. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim \$2,000,000 in the aggregate.
- e. All insurance policies (including the Medical Professional’s professional liability insurance) must be on an “**occurrence basis**” only. If such coverage is not available in the Clinic’s state, or if the state has other requirements and the policies must be written on a “**claims-made**” basis, the Medical Professional Organization must purchase and maintain unlimited “**extended coverage**” (also known as “**tail coverage**”) that will remain effective after the expiration earlier termination, or transfer of this MSA.
- f. In all cases, all such insurance must name as “**additional insureds**” the MSO and, if deemed appropriate, the MSO’s officers, directors, equity holders, members, managers, and agents as additional insureds. The coverage afforded to the additional insureds must be written on a primary basis and will not require or contemplate contribution by any other policy or policies obtained by or available to an additional insured.
- g. If a Medical Professional is required to have insurance in the Person’s own name so that the Person is not covered by the Medical Professional Organization’s policies, then each such Policy must name the MSO and if deemed appropriate, the MSO’s officers, directors, equity holders, members, managers, and agents as additional insureds.
- h. Should the Medical Professional Organization, for any reason, fail to procure or maintain the insurance required by this MSA, the MSO has the right and authority (but no obligation) to procure such insurance and to charge the same to the Medical Professional Organization, which charges, together with the MSO’s then-current monthly fee to administer the same, will be immediately payable to us. If payment is then due monthly, this will be billed and withdrawn as part of the monthly ACH transaction. Failure to have the minimum insurance is a breach of this MSA for which no cure may be provided.

## **ARTICLE 10. INDEMNIFICATION**

a. The Medical Professional Organization agree to hold us harmless and will indemnify and defend the MSO and its officers, directors, equity holders, members, managers, and agents its officer(the “Indemnified Parties”), against, and will reimburse it for all “Claims” (as defined below), directly or indirectly arising out of, the Medical Professional Organization’s operation of the Clinic including without limitation Claims, (i) by the Medical Professional Organization’s employees or Patients; (ii) resulting from the Medical Professional Organization’s breach of any agreement with a third party that results in the MSA being named in the Claim; (iii) a Claim of premises liability (unless covered by the MSO’s insurance; (iv) a claim of medical malpractice; (v) the Medical Professional Organization’s use of the Marks, the System, and the Proprietary Information; (vi) the Medical Professional Organization’s failure to comply with the determination or direction of a Governmental Authority; (vii) the Medical Professional Organization’s failure to comply with all Applicable Laws relevant to the management or operation of the Clinic; (viii) the Medical Professional Organization’s failure to hire and retain the Medical Professionals required by Applicable Law; (ix) an Claim that a Patient was served by a non-Medical Professional, when in fact, a



Medical Professional should have worked with the Patient; (x) the Medical Professional Organization's failure, the failure of the Medical Professional Organization's Medical Professional, or the failure of the Medical Professional Organization's management group (under the MSO Model) to carry all of the insurance required by this MSA or by Applicable Law; or, (xi) as a result of the Medical Professional Organization's performance or failure to perform under any other term, covenant, or condition of this MSA. "Claims" include any legal or equitable claim, obligation, liability, cause of action, damage, award, judgment, cost (including reasonable attorney's fees, court costs, and expert witness fees), expenditures of funds by us, or loss suffered by us because of an indemnifiable Claim.

b. Included in this indemnification is the reimbursement to, or direct payment by the Medical Professional Organization of any award, damages (including punitive, consequential, special, or similar damages), and costs reasonably incurred in defense of any Claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

c. The MSO has the absolute right to defend any such Claim and has the right to have counsel of its choosing, the reasonable cost of which will be borne by the Medical Professional Organization.

d. This indemnity will continue in full force and effect after and notwithstanding the transfer, expiration, or termination of this MSA and will continue for any applicable limitation-of-actions statute.

#### **ARTICLE 11. RELATIONSHIP OF THE PARTIES**

a. In all matters between the Parties, between the Medical Professional Organization, its Medical Professionals, staff members, and the MSO, or between the Medical Professional Organization, its Medical Professionals, staff members, and the public, each is an independent contractor of the other. Nothing in this MSA or the franchise relationship constitutes a partnership, agency, joint venture, employment relationship, or another arrangement between us.

b. There is no fiduciary relationship between the Parties or between the Medical Professionals or the public and the MSO.

c. No Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

d. No Party has the right or authority to act as agents for the other. No Party will guarantee the other's obligations or in any way become obligated for the debts or expenses of the other unless the Parties specifically agree to the contrary in writing.

e. Each Party is solely and exclusively responsible for managing and controlling the relationship between its employees, Medical Professionals, staff, and the public.

f. The Parties agree not to hold themselves out by action or inaction, contrary to the preceding.

g. The employees of each Party will be notified in writing that the employee is that of the employer delivering such notice and not of the other Party.



h. To the extent permitted by Applicable Law, the Parties agree to post signs indicating the status of the Parties as described above.

**i. Regardless of the fact that the Franchisor is a third-party beneficiary under some of the terms of this MSA, the Medical Professional Organization and MSO acknowledge and agree that the Franchisor is not a party to this MSA and that the Medical Professional Organization has no contract or other rights against the Franchisor concerning any matter including, without limitation, the operation or profitability of the Clinic business, any employee-related matters, and any marketing or other System materials, methods or guidelines.**

**ARTICLE 11. REPRESENTATIONS, WARRANTIES, AND OTHER LIMITATIONS.**

a. The Medical Professional Organization makes the following representations and warranties:

i. The Medical Professional Organization is not a party to any agreement that would prevent it from entering into this MSA.

ii. Each Medical Professional and, if required by Applicable Law, the Medical Professional Organization have on the Effective Date all licenses (professional or otherwise), permits, and rights to deliver the Healthcare Services in the state in which the Clinic is located, and each will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. The Medical Professional Organization is authorized by all necessary action to enter into this MSA.

iv. There is no litigation threatened, pending, or existing against the Medical Professional Organization or any Medical Professional on the Effective Date. The Medical Professional Organization or any Medical Professional is not threatening and is not in the process of bringing legal action against any Person. If during a Term, litigation is threatened, pending or existing on behalf of, or against the Medical Professional Organization or any Medical Professional, the Medical Professional Organization will immediately notify the MSO, which in turn may take any action in law or equity necessary to protect the MSO, the Marks, Proprietary Information, or goodwill of the MSO, the Marks, Proprietary Information or goodwill.

b. The MSO makes the following representations and warranties:

i. The MSO is not a party to any agreement that would prevent it from entering into this MSA.

ii. The MSO has on the Effective Date all licenses, permits, and rights to deliver the MSO Services in the state in which the Clinic is located, and it will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. There is no litigation threatened, pending, or existing against the MSO on the Effective Date. The MSO is not threatening and is not in the process of bringing legal action against any Person. If, during a Term, litigation is threatened, pending or existing on behalf of, or against the MSO, the MSO will immediately notify the Medical Professional Organization, which in turn may take any action in law or equity necessary to protect itself.

c. The Parties expressly agree that MSO makes no express or implied warranties regarding



the quality of MSO Services rendered to Medical Professional Organization.

d. **Further, each Party agrees that the other has made no promise, representation, or warranty concerning the revenue that may be generated by, at, or through the Clinic.**

## **ARTICLE 12 NON-COMPETITION AND OTHER RESTRICTIVE COVENANTS**

a. The Parties share a common interest in avoiding situations where Persons who are or have been parties to any MSA or franchisees of the Franchisor are allowed to operate or otherwise become involved with a similar “**Competing Business**” (defined below) during a Term of this MSA. Similarly, the Parties want to protect the Proprietary Information from misuse or in a Competitive Business.

b. Therefore, to the fullest extent permitted by Applicable Law and the terms of this MSA, during any Term, the Medical Professional Organization agrees that during any MSA Term, the Medical Professional Organization and its officers, directors, equity owners, members, and managers will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business wherever located, except with the MSO’s prior written consent which consent may be granted or withheld for any reason or no reason at all.

c. A “**Competitive Business**” means a business that offers the MSO Services delivered to the Medical Professional Organization, or the Healthcare Services being offered through a Clinic on the date of the expiration, earlier termination or transfer of this MSA, the sale of which services is at least 5% of the gross revenue of the Competitive Business.

d. To the fullest extent permitted by Applicable Law and the terms of this MSA, upon the expiration, earlier termination, or transfer of this MSA and for 24 full months after that, the Medical Professional Organization agrees that it will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business that is within the “**Exclusive Territory**” granted the MSO by the Franchise Agreement, or within the territory of another business owned by the MSO that offers the MSO Services, another franchise, an affiliate of the Franchisor, or a Clinic owned by the Franchisor, or within five miles of the perimeter of the Exclusive Territory, or five miles of the perimeter of the territory of another business owned by the MSO that offers the MSO Services, another franchisee, an affiliate of the Franchisor or the Franchisor.

e. To the fullest extent permitted by Applicable Law, during the Term of this MSA, for 24 full months following a transfer or the expiration or termination of this MSA for any reason, and in the area described in the subparagraph (d) just above, the Medical Professional Organization covenants and agrees that it will not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person,

i. divert or attempt to divert any business to a Competitive Business; or,

ii. do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, the System, or both.

f. The covenants found in this Article are intended to be a reasonable restriction on the Medical Professional Organization. The Parties agree that the purpose of these restrictions is to protect the MSO and entire franchise system from unfair competition and to protect the goodwill, time, and effort spent in operating the MSO and in creating the System and the Proprietary Information. The Medical Professional



Organization further agrees that the officers, directors, equity holders, and managers of the Medical Professional Organization have skills of a general and specific nature and have other opportunities, or will have other opportunities to use such skills and that the enforcement of these covenants will not unduly deprive such Persons of the opportunity to earn a living.

g. To ensure that the covenants found in this Article are and will remain enforceable, every location of a business, every month, each mile of distance, or any other restriction may be amended by the arbitrator to reduce any spatial, temporal, or other limitation considered to be overly broad, in the most limited manner possible to fashion a reasonably enforceable covenant that upholds the restrictive nature of this Article and the MSA.

h. The Medical Professional Organization agrees that the existence of a Claim it may have against the MSO, whether or not arising from this MSA, does not constitute a defense to the MSO's enforcement of the covenants of this Article.

i. Any failure to comply with the requirements of this Article will cause us irreparable injury for which no adequate remedy at law may be available. Therefore, the Medical Professional Organization agrees and consents to the issuance by a court of competent jurisdiction of an injunction prohibiting your conduct. If the court has granted the equitable relief, the Parties agree that they will immediately proceed under the alternative dispute resolution covenants of this Agreement and to the exclusion of seeking further relief in court. If the equitable relief is denied, will still have the right to seek redress under this MSA.

j. If at any time during a period of non-competition, the Medical Professional Organization fails to comply with its obligations under this Article or any other term, covenant, or condition of this MSA that survives the expiration, termination, or transfer of this MSA, the period of noncompliance will not be credited toward satisfaction of the non-competition requirement. Instead, the counting of the period of non-competition will be tolled until the Medical Professional Organization is again in compliance.

k. This Article applies to all participants in the management operations of the Medical Professional Organization, including any equity holder and any Person with a manager or higher position.

l. To the fullest extent permitted by Applicable Law, the MSO may require one or more of the Medical Professionals or a Person identified in the previous subparagraph just above to sign a non-competition agreement.

m. To the fullest extent permitted by Applicable Law, the Medical Professional Organization and all of its participants in the operation of the Medical Professional Organization including any equity owners, agree during a Term and after that, each such Person will refrain from directly or indirectly, making a negative or critical statement to any third parties, either verbally or in any other form or media, about the MSO, the Franchisor, or any of their respective products, services, businesses or business practices.

n. The covenants of this Article survive the transfer, expiration, or earlier termination of this MSA and continue to apply to and bind the Persons subject to these terms.

### **ARTICLE 13. DEFAULT, TERMINATION, AND OTHER OBLIGATIONS.**

a. Medical Professional Organization will be deemed to be in default under this MSA, and the MSO will have the right to terminate this MSA effective upon delivery of notice of termination to Medical Professional Organization, subject only to any right to cure to the extent expressly set forth below, if the Medical Professional Organization or, if applicable, its officers, directors, equity owners, members or managers,



- i. assigns or transfers this MSA, or the ownership of Medical Professional Organization (if an entity) changes, without the prior written consent of MSO;
- ii. is (are) adjudicated a bankrupt, becomes insolvent or makes a general assignment for the benefit of creditors, or fails to satisfy any judgment rendered against it within 30 days after all appeals have been exhausted.
- iii. uses, sells, distributes, or gives away any Healthcare Services;
- iv. is convicted of or pleads no contest to a felony or are convicted or plead no contest to any crime or offense that is likely to adversely affect the goodwill or reputation of the MSO, the Franchisor, the System, or the Marks;
- v. engages in any dishonest, unethical or other conduct that is reasonably likely to reflect unfavorably on the goodwill or reputation of MSO, the Franchisor, the System or the Marks;
- vi. violates any health or safety law, ordinance or regulation, or performs the Healthcare Services in a manner that presents a health or safety hazard to patients or the public;
- vii. fails to pay when due any monies owed to MSO, including the MSO Fee, and does not make such payment within two days after written notice is given to Medical Professional Organization;
- viii. fails to maintain all professional licenses, permits, and other licenses required to operate the Clinic;
- ix. fails to cause any Medical Professional to maintain the Person's professional licenses, permits, and other licenses required to deliver the Healthcare Services to Patients;
- x. fails to maintain all insurance required by this MSA;
- xi. fails to monitor its Medical Professionals to ensure maintenance of insurance required by this MSA, which results in a Claim being made that would have been covered by insurance if it were maintained;
- xii. fails to comply with any other provision of this MSA, any other agreement with MSO, or any mandatory specification, program, standard or operating procedure within 10 days after written notice of such failure to comply is given to Medical Professional Organization; or
- xiii. if a principal of the Medical Professional Organization dies, becomes permanently disabled, or is temporarily disabled such that the Clinic cannot operate on a full-time basis for more than 10 scheduled business days in any three-calendar month period.

b. The Medical Professional Organization may terminate this MSA after providing the MSO with no less than 60 days' prior written notice, which notice states the specific event of a breach. If the MSO is able to cure such breach within the 60 days, then this MSA will continue in full force and effect.

c. Except for the obligation to cure any monetary breach, or the obligation which cure will not be extended, if the right to cure is granted under this MSA and if the breaching Party begins cure within three business days of the receipt of written notice from the other Party, and if the cure cannot then be completed within the time required, the breaching Party will be given up to an additional 10 days within



which to complete the cure. If it is not completed within the extra 10 days, the non-breaching Party may terminate this MSA without granting any additional cure rights.

d. The Parties may also terminate this MSA upon such terms as they may mutually agree.

e. This MSA may also be terminated by either Party immediately by written notice to the other Party if such Party reasonably believes, based upon an opinion of qualified legal counsel, that this MSA violates Applicable Law; provided, however, that the Parties will negotiate in good faith to amend this MSA to comply with all such Applicable Law while still achieving the primary purposes of this MSA.

f. Upon a transfer, termination, or expiration of this MSA, the Medical Professional Organization will cease to be a licensed hereunder and will immediately,

i. pay for all product purchases, advertising fees, and other charges and fees owed or accrued to the MSO;

ii. cease to advertise or in any way use the System, the Marks, any Proprietary Information, procedures, or processes provided by or licensed by the MSO to the Medical Professional Organization;

iii. remove signs and destroy all letterhead that associates the Medical Professional Organization with the Clinic;

iv. take such action as is necessary to amend or cancel any assumed name, fictitious name, or business name or equivalent registration which contains any trade name or Mark;

v. notify all suppliers, utilities, creditors, and concerned others that the Medical Professional Organization is no longer affiliated with the MSO or the Clinic the System and provide proof of such notification; and

vi. within seven calendar days, return by first-class, prepaid, certified, return receipt requested, United States Mail or destroy (and provide proof of such destruction) all printed or electronic materials delivered by the MSO to the Medical Professional Organization; and

g. The Medical Professional Organization further agrees that it will fully cooperate with the perfection of the MSO's rights under Article 6.b.xi to cause all such identifying information to be transferred to the MSO. If the telephone company, website manager, hosting agent, and other listing or Internet agencies fail to accept the Collateral Assignment, this covenant serves as the Medical Professional's election of the MSO as its attorney in fact as evidence of the MSO's exclusive rights in and to the same. If the state in which the Clinic is located requires specific information be included in this MSA or a particular document be executed to perfect the MSO right to act as the attorney-in-fact, the Parties agree that this MSA is amended to include such language or document, and the Parties will cooperate to ensure that such document is executed;

h. The terms of this Article survive the Transfer, expiration, or earlier termination of the Franchise Agreement.



**ARTICLE 14 WAIVER OF CERTAIN DAMAGES AND ALTERNATIVE DISPUTE  
RESOLUTION**

a. Each Party agrees that it has the right to seek damages in addition to the actual monetary loss that can be proven, including consequential, exemplary, and punitive damages. Being advised of the same, each waives such damages that may be in addition to any actual monetary damages suffered even though each Party is informed that such damages may be available; except if the Medical Professional Organization is required to indemnify the MSO and if as a result of the action underlying the indemnification, such damages are awarded to the injured party, then the Medical Services Organization agrees that indemnification provisions of this MSA will cover such damages.

b. The Parties believe it is important to resolve disputes amicably, quickly, cost-effectively, and professionally and return to business as soon as possible. The Parties further agree that the provisions of this Article support these mutual, practical business objectives, and, therefore, agree as follows:

i. All provisions of this MSA (including this Article) will be fully enforced, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims.

ii. The terms of this Article are mandatory and not permissive.

iii. The Parties are relying on the federal preemption of state laws under the Federal Arbitration Act (9 USC §1 et seq.) (FAA) with the understanding that the FAA and not state law will control any matters concerning mediation and arbitration and, as a result, the provisions of this MSA will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration will be held as provided in this Article.

iv. **Except as expressly provided in this MSA, EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY NOT AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

v. The terms of this MSA (including but not limited to this Article) will control concerning any matters of jurisdiction, venue, and choice of law, each of which is mandatory and not permissive; and,

vi. Although a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding, (i) may include issues of law, fact, or otherwise, that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this MSA, the Parties still agree any dispute between the Parties to this MSA will be enforced according to the terms found herein, including the obligation to perform under this Article.



c. Before arbitration, each Party agrees to adhere to the following procedure:  
i. First, in the event of a disagreement between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;

ii. Second, if the issues between the Parties cannot be resolved, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (**JAMS**) or its successor (or an organization designated by JAMS or its successor. If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation will be heard by the American Arbitration Association (**AAA**).

A. The Parties will agree upon a single mediator experienced in franchising. If the Parties cannot agree upon the mediator, then the senior-most officer, director, or manager of the association under which the mediation occurs will choose a neutral and disinterested mediator, and such choice will be final and binding upon the Parties.

B. Mediation must begin 30 days after the face-to-face meeting. Any Party may be represented by counsel and bring persons appropriate to the proceeding with the mediator's permission.

iii. Each Party will bear the Person's costs associated with attending mediation. Each Party will equally split the cost of the mediator.

iv. If the mediation does not resolve the matter, the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.

d. Subject to the terms of this Article, Arbitration must begin at the earlier of 90 days after mediation fails to resolve the issue or the last day of the one-year period identified in this Article below. Arbitration will be held before and under the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the AAA. If the Parties cannot agree upon the arbitrator, then the senior-most officer, director, or manager of the association under which the arbitration is to take place will choose a neutral and disinterested arbitrator, and such choice will be final and binding upon the Parties.

i. The arbitrator's judgment on any preliminary matter or the final arbitration award will be final and binding and may be entered in any court having jurisdiction.

ii. The arbitrator's award will be in writing.

iii. There will be no right to appeal an interim ruling or final award

iv. The final and binding decision or award of the arbitrator in one matter will not have precedential or "offensive collateral estoppel" effect in an arbitration between the Franchisor and another franchisee, such that the matters decided in the original arbitration will not be used in future arbitration between another franchisee or Person and us as proof of a fact or matter contested in the later arbitration.



**MANAGEMENT SERVICE  
ORGANIZATION**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**MEDICAL PROFESSIONAL  
ORGANIZATION**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



**SCHEDULE 1  
MARKS**

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the “USPTO”) for the following:

<b>Registration Number</b>	<b>Description of Mark</b>	<b>Filing Date</b>
6,805,774		August 2, 2022
6,805,771	<b>GAMEDAY</b>	August 2, 2022
7,479,325	<b>GAMEDAY</b>	August 20, 2024

Our IP Affiliate has also applied for registration of the following:

<b>Application Number</b>	<b>Description of Mark</b>	<b>Filing Date</b>
98139565	<b>Gameday Men’s Health</b>	August 18, 2023
98166467	<b>GD Men’s Health</b>	September 6, 2023

**EXHIBIT 8  
CLOSING ACKNOWLEDGEMENT**

**(This acknowledgement is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)**

Franchisee's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

**PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT IS IMPORTANT TO YOU**

**A. GENERAL QUESTIONS:**

1. The date which I received the Franchise Disclosure Document (FDD) from Franchisor. \_\_\_\_\_
2. The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt). \_\_\_\_\_
3. The earliest date on which I delivered cash, check, or consideration to the franchise marketing representative or any other Person. \_\_\_\_\_
4. Did you initiate negotiations about the Franchise Agreement with the Franchisor?  
Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, what was that date? \_\_\_\_\_

**B. REPRESENTATIONS**

**PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT IS IMPORTANT TO YOU**

1. I had an opportunity to review the FDD and other agreements attached to the disclosure document and understand the terms, conditions, and obligations of these agreements.

Yes       No

\_\_\_\_\_

2. I had an opportunity to seek professional advice regarding the FDD, the Franchise Agreement, and all matters concerning purchasing my franchise.

Yes       No

\_\_\_\_\_

3. Except as specifically written in the Franchise Agreement or any addendum to the Franchise Agreement that you and we signed, no promises, agreements, contracts, commitments, representations, understandings, “side deals” or otherwise have been made to or with me concerning any matter, including any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or other services.

True  False

---

4. No oral, written, or visual claim, representation, promise, agreement, contract, commitment, or understanding was made that contradicts or is inconsistent with the terms of the Franchise Disclosure Document, Franchise Agreement, or any exhibits.

True  False

---

5. I have made my independent determination that I have adequate working capital to develop, open, and operate my Business.

True  False

---

6. I understand that my investment involves substantial business risks and that there is no guarantee that it will be profitable.

True  False

---

7. I acknowledge that the success of my Business is based on my ability as an independent businessperson and my active participation in the day-to-day operation of the business.

True  False

---

### C. STATEMENTS OF THE FRANCHISOR

**THE PARAGRAPHS BELOW ARE THE POLICIES OF THE FRANCHISOR. IF ANY IS UNTRUE OR IS CONTRADICTED BY YOUR EXPERIENCE, PLEASE PROVIDE AN EXPLANATION.**

1. The Franchisor **does not permit** any employee, salesperson, officer, director, or another individual to make or endorse any representations, warranties, projections, or disclosures of any type relating to the financial success of the franchise business and, except as specifically stated in item 19, or by you at the line below, no information as to sales, income, expenses, profits, cash flows, tax consequences or otherwise have been given to the Franchisee. *If any such representations have been made to you by any Person in the Franchisor’s employ, please state them below and immediately inform the Manager of the Franchisor.*

---



2. The Franchisor **does not permit** any employee, salesperson, officer, director, franchisee, or another management personnel to project any results that a Franchisee can expect in the operation of the business. *If any such representations have been made to you by any Person, please state them below and immediately inform the Manager of the Franchisor.*

---

3. The Franchisor **does not permit** any promises, agreements, contracts, commitments, representations, understandings, “side deals,” or variations or changes in or supplements to the Franchise Agreement except by a written addendum signed by you and the Franchisor. *If any such deals or changes have been made or promised, please state so below and immediately inform the Manager of the Franchisor.*

---

**I have completed this Closing Acknowledgement and have disclosed any information that is contrary to any printed statement or have provided any other information that I deem to be important. I understand that my answers are part of the Franchisor’s material determination in granting franchise rights and that their reliance on the same is fair, reasonable, and expected by me.**

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

*(Signature Page Follows)*

Done as of the Date Stated Below.

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC,  
A California limited liability company

Sign: \_\_\_\_\_

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

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

**FRANCHISEE:**

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

Sign: \_\_\_\_\_

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

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

Or if Franchisee is an individual(s)

Sign: \_\_\_\_\_  
individually

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

Sign: \_\_\_\_\_  
individually

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



**EXHIBIT B-2**  
**AREA DEVELOPMENT AGREEMENT**



**EXHIBIT B-2**



**GAMEDAY MEN'S HEALTH  
AREA DEVELOPMENT AGREEMENT**



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ATTACHMENTS:

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



## GAMEDAY MEN'S HEALTH

### AREA DEVELOPMENT AGREEMENT

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

#### WITNESSETH:

**WHEREAS**, we offer franchise rights relating to the establishment, development and operation of businesses (“Gameday Men’s Health Franchise(s)”) offering healthcare services to men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, mental health services in the fields of personal relationships and life skills, prescriptions, and similar non-critical healthcare services, goods, and medications (“Gameday Men’s Health Business(es)”);

**WHEREAS**, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the “Initial Franchise Agreement”) for the right to establish and operate a single Gameday Men’s Health Business (the “Initial Business”); and

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

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

#### **1. GRANT**

1.1 We hereby grant to you the right to establish and operate the number of Gameday Men’s Health Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Gameday Men’s Health Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement including a higher royalty rate.

1.2 If you comply with the terms of this Area Development Agreement, including the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Gameday Men’s Health Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You acknowledge that the Development Territory may already include existing Gameday Men’s Health Franchises, and that you may not develop a Gameday Men’s Health Franchise that infringes on the territorial rights of existing Gameday Men’s Health Franchises. We and our affiliates have the right to operate, and to license others to operate, Gameday Men’s Health Businesses at any location outside the



Development Territory, even if doing so could affect your operation of any of your Gameday Men's Health Businesses.

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

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

(a) to own, franchise or operate Gameday Men's Health Businesses at any location outside of the Development Territory, regardless of the proximity to your Gameday Men's Health Businesses, even if doing so will or might affect your operation of Gameday Men's Health Businesses;

(b) to use the Gameday Men's Health trademarks (the "Marks") and system (the "System") to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;

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

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

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

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory, including orders accepted or solicited by other Gameday Men's Health franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional Gameday Men's Health Franchises



which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Gameday Men's Health Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each Gameday Men's Health Business.

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

## **2. TERM**

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

## **3. DEVELOPMENT FEE**

You must pay us the total "Development Fee" set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is uniformly calculated, payable when you sign this Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any Gameday Men's Health Businesses.

## **4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS**

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

If you wish to purchase the right to open additional Gameday Men's Health Franchises under this Area Development Agreement, you may make a written request to us which shall include the number of additional Gameday Men's Health Franchises that you wish to develop. We may accept or reject your request in our sole and absolute discretion. If we are willing to grant your request, then we will propose a



new or amended Development Schedule and, if applicable, an amended Development Territory, and you agree to enter into our then-current form of Amendment for Additional Development, the current form of which is attached to our franchise disclosure document in Exhibit G. You will be required to pay us the difference between the Development Fee that you pay us under this Area Development Agreement and our then-current development fee for the total number of all Gameday Men's Health Franchises in the amended Development Schedule and we reserve the right to increase the development fees that we charge. We may agree to expand your Development Territory in the Amendment for Additional Development or not modify your Development Territory in our sole and absolute discretion. You agree that we may reject any request that you make for additional development rights in our sole and absolute discretion and that nothing herein grants you any right to any additional development rights or additional territorial rights. You may not request additional Gameday Men's Health Franchises while you are in default of this Area Development Agreement or any other agreement with us, including any franchise agreement.

## **5. DEVELOPMENT SCHEDULE**

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of franchise agreements that must be executed prior to the expiration of each of the designated development periods (“Development Periods”) for the operation of Gameday Men's Health Franchises in the Development Territory.

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of Gameday Men's Health Businesses than you are required to develop during that Development Period by executing multiple franchise agreements during a single Development Period. Any franchise agreements executed during a Development Period in excess of the minimum number to be executed prior to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Gameday Men's Health Franchises permitted under the Development Schedule.

5.3 You shall open each Gameday Men's Health Business in accordance with the terms of the franchise agreement and shall execute the franchise agreements in accordance with the Development Schedule set forth in Attachment B.

5.4 Your failure to adhere to the Development Schedule shall constitute an event of default under this Area Development Agreement, for which we may exercise our rights under Section 8.1 of this Area Development Agreement.

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

## **6. LOCATION OF GAMEDAY MEN'S HEALTH BUSINESSES**

The location of each Gameday Men's Health Business shall be selected by the you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.



## 7. FRANCHISE AGREEMENT

You shall not commence construction on or open any Gameday Men's Health Business until, among other things, the individual franchise agreement for that Gameday Men's Health Franchise has been signed by both you and us.

## 8. DEFAULT AND TERMINATION

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

- (a) terminate this Area Development Agreement;
- (b) terminate the territorial exclusivity granted to you;
- (c) reduce the size of your Development Territory;
- (d) permit you to extend the Development Schedule; or
- (e) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

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

8.3 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed under to this Area Development Agreement, is terminated for any reason, we shall have the



right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, Gameday Men's Health Franchises within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Gameday Men's Health franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

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

## **9. ASSIGNMENT**

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

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

## **10. FORCE MAJEURE**

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

## **11. ENTIRE AGREEMENT**

This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fees or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances do the parties intend that this



Area Development Agreement be interpreted in a way as to grant you any rights to grant sub-franchises in the Development Territory.

Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Area Development Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Area Development Agreement. The attachments are part of this Area Development Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Area Development Agreement.

This Section is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Area Development Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Area Development Agreement, would affect the economic terms of this bargain.

## **12. OUR RELATIONSHIP**

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

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

You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies



the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

### **13. INDEMNIFICATION**

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

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

### **14. GENERAL PROVISIONS**

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

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

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



14.4 All provisions that expressly or by their nature survive the termination, expiration or transfer of this Area Development Agreement will continue in full force and effect, even after the termination, expiration or transfer of this Area Development Agreement, until they are fully satisfied or expire by their own terms.

14.5 This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

14.6 Nothing in this Area Development Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Area Development Agreement; provided, however, that the Indemnified Parties are intended third party beneficiaries under this Area Development Agreement with respect to your indemnification obligations.

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

14.8 Each section, subsection, term and provision of this Area Development Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Area Development Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Area Development Agreement. If a court concludes that any promise or covenant in this Area Development Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Area Development Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. Nothing in this Area Development Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

14.9 You understand and agree that nothing in this Area Development Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as an area developer of ours. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other,



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

## **15. APPLICABLE LAW**

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

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

## **16. NOTICE**

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email (to the last email address provided by the recipient); one business day after delivery by any trackable delivery method, or three business days after placement in the United States mail by Registered or Certified Mail, Return Receipt Request, postage prepaid and addressed: (a) to us at the address on the first page of this Area Development Agreement, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

## **17. DISPUTE RESOLUTION**

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



Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

## **18. ACKNOWLEDGEMENTS**

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

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

18.3 You represent to us that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

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

18.5 You acknowledge the obligation to train, manage, pay, recruit and supervise employees of the Gameday Men's Health Businesses rests solely with you.

*(Signature page follows)*

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

**REAM FRANCHISE GROUP, LLC,**  
a California limited liability company

Sign: \_\_\_\_\_

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

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

**AREA DEVELOPER:**

\_\_\_\_\_  
Entity name (if any)  
a(n) \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**ATTACHMENT A**

**DATA SHEET**

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

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

3. Description of the Development Territory:

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4. Development Fee. Check one:

Check One	Gameday Men's Health Businesses Being Developed	Development Fee
	Up to 2	\$91,500
	Up to 3	\$129,500
	Up to 4	\$165,500
	Up to 5	\$199,500
	Up to 6	\$231,500
	Up to ____	\$231,500 plus \$30,000 for each additional Business beyond 6

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

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Signature page follows)*

**REAM FRANCHISE GROUP, LLC,**  
a California limited liability company

Sign: \_\_\_\_\_

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

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

**AREA DEVELOPER:**

\_\_\_\_\_  
Entity name (if any)  
a(n) \_\_\_\_\_

Sign: \_\_\_\_\_

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

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



## ATTACHMENT B

### DEVELOPMENT SCHEDULE

1. Number of Gameday Men's Health Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement): \_\_\_\_\_.
2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or \_\_\_\_\_, 20\_\_.
3. Development Schedule (only applicable for number of Gameday Men's Health Franchises to be developed under #1 above):

Gameday Men's Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

*(Signature page follows)*

**REAM FRANCHISE GROUP, LLC,**  
a California limited liability company

Sign: \_\_\_\_\_

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

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

**AREA DEVELOPER:**

\_\_\_\_\_  
Entity name (if any)  
a(n) \_\_\_\_\_

Sign: \_\_\_\_\_

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

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



**ATTACHMENT C**  
**STATEMENT OF OWNERSHIP**

**Area Developer:** \_\_\_\_\_

**Form of Ownership**  
**(Check One)**

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

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

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

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

State and Date of Formation/Incorporation: \_\_\_\_\_

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

Name	Title

**Members, Stockholders, Partners\*:**

Name	Address	Percentage Owned

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

*(Signature page follows)*



**AREA DEVELOPER:**

\_\_\_\_\_  
Entity name (if any)  
a(n) \_\_\_\_\_

Sign: \_\_\_\_\_

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

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



**EXHIBIT C**

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**EXHIBIT D**

**LIST OF CURRENT AND FORMER FRANCHISEES**



**Current Franchisees as of December 31, 2024:**

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Cosby	Chad		2138 Moores Mill Rd	Auburn	AL	36830	8437547242
Davis	Maddie & Braiden	Prime Health	9238 Madison Blvd. Suite 1300-B	Madison	AL	35758	682-551-8800
Barber	Matt & Tara		1110 Montlimar Dr., #605	Mobile	AL	36609	251-689-8801
Ross	Carter		2271 Pelham Pkwy Ste 1	Pelham	AL	35124	2054150016
McLaughlin	Athens	Options Plus Wellness	4505 Pine Tree Circle, Suite 202	Vestavia Hills	AL	35243	2059179973
Stewart & Labeda	Mark & Mike		2450 S. Gilbert Rd. Ste 206	Chandler	AZ	85286	4802216476
Owen	Eric		2452 E Baseline Rd, Unit 220	Gilbert	AZ	85234	4803268370
Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	18555 N 79th Ave Suite D107	Glendale	AZ	85308	4026869096
Slonsky	Ed & Dena		1616 N. Litchfield Rd, Suite A150	Goodyear	AZ	89395	8189394437
Stevens	Heather		7205 S 51st Ave, Suite 201	Laveen	AZ	85339	520-240-3832
Shammas & Shorez	Cole & Joseph	Mens Management Clinic East LLC	6124 E Brown Road	Mesa	AZ	85205	6196473905
Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	3130 W. Carefree Highway, Suite B15	Phoenix	AZ	85086	4026869096
Stewart & Labeda	Mark & Mike		3333 E Camelback Rd	Phoenix	AZ	85018	4808868066
Cohen	Dan		14358 N Frank Lloyd Wright Blvd, Ste 11	Scottsdale	AZ	85260	650 208 4636
Harris	Morgan & Christi		33739 N Scottsdale Rd Unit C-110	Scottsdale	AZ	85266	818-324-6868
Schultz & Secord	Betsy & Emily		14239 W Bell Rd	Surprise	AZ	85374	5415207997
Gillespie & Bruno	David & Rocco		5210 East Williams Circle, Suite 620	Tucson	AZ	85711	15208614556



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Caputo	Joe & Julie		2401 E Katella Ave #525	Anaheim	CA	92806	714-767-6551
Pamir	Eren		301 W Huntington Dr STE 300	Arcadia	CA	91007	5868220072
Baker	Kim & Chris	Red Factor LLC	1502 Mill Rock Way Suite 250	Bakersfield	CA	93311	559-901-0011
Baker	Kim & Chris	Red Factor LLC	3521 Allen Rd., Unit 103	Bakersfield	CA	93314	559-901-0011
Brinkman	Robert		771 E Daily Dr, Suite 350	Camarillo	CA	93010	8188148800
Geiger	Steve		341 Magnolia Ave Suits 204	Corona	CA	92879	760-362-3310
Arbizo & Corona	Steve & Adrian		14252 Schleisman Rd. Suite 205	Eastvale	CA	92880	951-818-3635
Chauhan & Mohammed	Varun & Imran		1190 Suncast lane, Suite 4	El Dorado Hills	CA	95762	9167658519
Watson	Keely & Kandace		5400 Balboa Blvd	Encino	CA	91436	(818)455-2825
Huffman	Grace & Jason		2480 Hilborn Road, Suite 255	Fairfield	CA	94534	925-899-3492
Gebhart	Garrett		7470 Cherry Ave #102	Fontana	CA	92336	(909) 815-5484
Singh, Thakur, & Malhotra	Bobby, Sheena, Bobby, & Ekta		27462 portola parkway, suite 200	Foothill Ranch	CA	92610	6306971530
Gill	Jay & Simran	Gill Management Corporation	761 E Locust Ave, Ste 103	Fresno	CA	93720	5592893710
Mutton	Mathew		1440 N Harbor Blvd STE 103	Fullerton	CA	92835	562-896-7491
Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	7677 Center Ave Suite 201	Huntington Beach	CA	92647	818-967-8858
Kinney	Abraham		43927 15th St. West	Lancaster	CA	93534	3235457383
Huh, Stiles, & Paek	Jimmy, Ethan, & Alex	Cheil Daebak LLC/Socal Men's Health Corp	11500 W Olympic Blvd #590	Los Angeles	CA	90064	626-231-1183
Curatolo	TJ & Abril		29950 Haun Rd, Ste 201	Menifee	CA	92586	8015976807
McKhann	Holland & Michael		1040 Rengstorff Avenue, Suite C	Mountain View	CA	94043	6505071100
Kuder	Kevin		24619 Washington Ave, Suite 200	Murrieta	CA	92562	8582546525



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Huffman	Grace & Jason		433 Soscol Avenue Suite A110	Napa	CA	94559	925-899-3492
Ball	Mark	Ballcd LLC	6400 Laurel Canyon Blvd Ste 540	North Hollywood	CA	91606	6782836443
Goodwin	Jeff		700 E. Tahquitz Canyon Way, Suite 4	Palm Springs	CA	92262	310-293-1159
Mahmood	Rusty & Zaki	Men's Health Pasadena LLC	960 E Green St., Suite 207	Pasadena	CA	91106	323-919-3167
Fanning	Steve & Shannon		4683 Chabot Dr Suite 203	Pleasanton	CA	94588	9492881292
Vanderbyl	Josh	Vanderbyl Clinics	15706 Pomderado Rd Suite 206	Poway	CA	92064	951-378-1994
Brown	John	Rancho Health	10370 Commerce Center Ste B-100	Rancho Cucamonga	CA	91730	7608890113
Hartman	Jessie	JHart Ventures INC	1690 Woodside Rd, Suite 120	Redwood City	CA	94061	415-786-6645
Parthasarathy	Vinod	Pinnacle Health & Wellness Corp	6216 Brockton Ave, Suite 212	Riverside	CA	92506	9497351014
Naylor	Chris & Mary Anne	EMCEN Health Roseville	2436 Professional Dr #100	Roseville	CA	95661	619-517-3249
Engelman	Sara & Al		7420 Greenhaven Drive, Suite 115	Sacramento	CA	95831	916-975-5818
Legoullon	David, Machille, Ryan, & Bret		3000 L Street suite 110	Sacramento	CA	95816	707-580-2409
Papneja	Ankur		1001 Sneath Lane, Suite 206	San Bruno	CA	94066	5623218862
Vanderbyl	Josh	Vanderbyl Clinics	2635 Camino del Rio S #200	San Diego	CA	92108	951-378-1994
Doonboli	Kambiz		465 California Street Suite 610	San Francisco	CA	94104	412-983-4318
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata		27200 Tournay Rd Suite 250	Santa Clarita	CA	91355	973-699-4448
Johnston & Hess	Eric & Terry	Long Beach Men's Health LLC	1650 Pacific Coast Highway	Seal Beach	CA	90740	9492440244



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Harris	Morgan & Christi		2045 Royal Ave suite #224	Simi Valley	CA	93065	818-324-6868
Jain & Garg	Neren & Preeta		3461 Brookside Rd, Suite D	Stockton	CA	95219	7322074616
Brinkman	Robert		351 Rolling Oaks Dr, Suite 203	Thousand Oaks	CA	91361	8188148800
Harmon	Eric		14642 Newport Avenue Suite 388	Tustin	CA	92780	8587357353
Carsel	Dan		595 Buck Avenue, Ste. A,	Vacaville	CA	95688	916-380-2944
Plotkin	Alexander		7230 Medical Center Dr	West Hills	CA	91307	3103593300
Johnson	Ryan & Heather		12510 E Iliff Ave Ste 120	Aurora	CO	80014	8016364439
Cinelli & Schubert	Brian & Ryan		350 Broadway	Boulder	CO	80305	832-483-2453
Sanders & Sparks	Mike & Andrew		830 Tenderfoot Hill Road Suite 320	Colorado Springs	CO	80906	6192062969
Miller	Scott	Four Tigers INC	750 West Hampden Ave, Suite 501	Englewood	CO	80110	757-353-7922
Walsh	Regina & Jake		3534 John F. Kennedy Parkway suite B	Fort Collins	CO	80525	8504285663
Bogue	Josh & Danisha	Bogue Ventures Incorporated	350 Indiana St, Suite #100	Golden	CO	80401	970-270-2609
Costello & Soria	Ray & Aixa		2148 Broadway STE B5	Grand Junction	CO	81507	(909) 556-9409
Clark	Jonie		10701 Melody Dr. ste 315	Northglenn	CO	80234	970-302-4076
Westenskow, Matson, & Chapman	Ryan, Chris, & Byron	Co Vitality LLC	11960 Lioness Way Ste. 100	Parker	CO	80134	8015405817
Fahy	Patrick		501 Kings Hwy E Suite 203	Fairfield	CT	06825	2039935444
Tagliavini	Christopher		300 Plaza Middlesex	Middletown	CT	06457	8608030185
Boulger	William		51 North Main St, Unit 1C	Southington	CT	06489	774-219-8467



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Smith	Chad		60 Long Ridge Road, Suite 301	Stamford	CT	06905	646.541.2586
Leserman	Eric & Jenni		18 N. Main Street, Suite 204	West Hartford	CT	06107	847-868-5785
Wozny	Tyler		20801 Biscayne Blvd Unit 303	Aventura	FL	33180	4156581333
Herrera & Mohammed	Donny, Paola, & Haleem		7280 W. Palmetto Park Rd., Suite 103-N	Boca Raton	FL	33433	9543193445
Humphries, Nassar, & Valentine	Tom, Rick, & Jay		27399 Riverview Center Blvd., Suite 106	Bonita Springs	FL	34134	585-737-9866
Grassi	Chris		710 Oakfield Dr. Suite 260	Brandon	FL	33511	727-735-2919
Tabor	Michael	DAX23   MAC13   Scooter9	15340 Jog Rd, STE 208	Delray Beach	FL	33446	5616998442
Blady	Lisa		4477 Legendary Dr, Ste 201	Destin	FL	32541	850-736-1251
Evans & Wallace	Tyzer & Patrick		2916 University Blvd W, Suite 101	Jacksonville	FL	32217	707-328-1196
Schwartz & McKenna	Jonathan & Jeff		4106 W Lake Mary Blvd Suite 110	Lake Mary	FL	32746	4076332496
Gryniuk & Parikh	Darren & Ankit		1345 West Bay Drive Suite 405	Largo	FL	33770	703-338-9911
Dedek	Bill & Deborah	Dedekation LLC	6905 N Wickham Rd Ste 205	Melbourne	FL	32940	954.257.1125
Anez	Alex		6175 NW 153rd Street, Suite 320	Miami Lakes	FL	33014	305-801-8000
Humphries, Nassar, & Valentine	Tom, Rick, & Jay		3200 Bailey Lane, Suite 275	Naples	FL	34105	585-737-9866
Paluga & Rosen	Eric, Mark, and Leah	Palaga-Rosen Corp	8895 N. Military Trail suite 201C	Palm Beach Gardens	FL	33410	5619148597
Pagliari	Anthony & Verushcka		35111 US HWY 19 N Suite 301	Palm Harbor	FL	34684	707-330-3040
Garrett	Bradley		1517 W Garden St	Pensacola	FL	32505	8507760756
Tabor	Michael	DAX23   MAC13   Scooter9	420 FL-7, STE 114	Royal Palm Beach	FL	33414	5616998442



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Rothbauer	William		2401 University Parkway, Ste 203	Sarasota	FL	34243	262-442-0778
Bennett	Greg		202 S Rome Ave suite 190	Tampa	FL	33606	813-629-1190
Jenkins	Allan & Diana	NW Tampa Health & Wellness LLC	4902 Eisenhower Blvd S, Suite 115	Tampa	FL	33634	8137270312
Larsen	Craig & Roger		4000 Atlantic Blvd	Vero Beach	FL	32960	847-567-0606
Tabor	Michael	DAX23   MAC13   Scooter9	500 S. Australian Ave, STE 205B	West Palm Beach	FL	33401	5616998442
Herrera	Donny & Paola	SHR Wellness Corp	1290 Weston Rd	Weston	FL	33326	9543193445
Reddy & Mandadi	Tarak, Praneet, Santhosh, & Shaikrupa	V4Ventures INC	3225 North Point Parkway, Suite 102	Alpharetta	GA	30005	302-559-5205
Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	GA	30309	404-394-2676
Pineiro	Eric & Betty		1239 Friendship Rd, Ste 300	Braselton	GA	30517	770-295-9211
Bence	David & Megan		1921 Whittlesey Rd, Suite 100	Columbus	GA	31904	8125215132
Darwin	Charles		6002 HWY 53E	Dawsonville	GA	30534	404-593-3687
Kong	Calvin	Kick Off Anti Aging Health INC	316 West Pike Street, Suite 140B	Lawrenceville	GA	30046	7709100630
Shetty & Arun	Prasad & Alexander		5950 Live Oak Pkwy, Suite 172	Norcross	GA	30093	480-678-3084
Cochran	Chad & Courtnee		3890 Johns Creek Pkwy	Sewanee	GA	30024	4045503636
Patel	Setul & Trishna		3200 Highlands Pkwy Se STE 427	Smyrna	GA	30082	5043383334
Morris	William & Allison	TRT DSM LLC	1634 SW Main St #206	Ankeny	IA	50023	515-205-6021
Morris	William & Allison	TRT DSM LLC	13375 University Ave, suite 101	Clive	IA	50325	515-205-6021
Daeges & Crescitelli	Andy & Daniel		928 Valley View Dr. Ste 16	Council Bluffs	IA	51503	4029170331



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Nelson	Cory		780 Community Dr #7	North Liberty	IA	52317	319-504-7550
Bowie	Nathaniel		1250 W Ironwood Dr Suite 201	Couer d'Alene	ID	83814	2087901119
Bowie	Nathaniel		3875 E Overland Dr Suite 202	Meridian	ID	83642	2087901119
Fox	Matthew		9 Glen Ed Professional Park	Glen Carbon	IL	62034	5732759966
Alqara	Fares		1952 McDowell Road, Suite 205	Naperville	IL	60563	513-263-0469
Patel	Mitul & Jalpa		5202 Old Orchard Rd, Suite N220	Skokie	IL	60077	847-561-9980
Woolum	Tony		2524 Farragut Dr Suite E	Springfield	IL	62704	2179725802
Patel	Dillan, Nimesh, & Roopen		1400 Lincoln Hwy suite A	St. Charles	IL	60174	630-247-1858
Tokos	Amanda	End Game LLC	8102 Kingston Street, Suite 400	Avon	IN	46123	260-804-5552
Sargent	Scott	Breese Enterprises Inc	301 E Carmel Dr, Suite F-300	Carmel	IN	46032	3178001634
Humphries	Justin	Revitalize Health Group LLC	7230 Engle Road, Ste 304	Fort Wayne	IN	46804	260-602-5342
Bales	Mitchell	Huerter Wellness LLC	4910 Corporate Center Drive, Suite 100	Lawrence	KS	66047	816-405-7743
Wettengel	Jerry & Juniper	Wettengel Enterprises LLC	8500 W. 110th St. Suite 525	Overland Park	KS	66210	785-380-6623
Geedey	Larry		2670 Chancellor Dr.	Crestview Hills	KY	41017	614-400-6721
Stallings	Steve & Pam		9400 Williamsburg Plaza Suite 340	Louisville	KY	40222	502-523-7527
Dugas & Benoit	Jonathan & Don		825 Kaliste Saloom Rd. Ste. 103	Lafayette	LA	70508	337-254-0508
Beck	Chris & Tonya	CT Beck Enterprises LLC	800 N Causeway Blvd, Suite 2F	Mandeville	LA	70448	504-235-8337



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Ward	David		575 Boylston St. Suite 6E	Boston	MA	02116	8172879755
McLaughlin	Martin	Options Plus Wellness	16 Chestnut St, Suite 245	Foxborough	MA	02035	3238724040
Crea	Chris		1320 Centre St, STE 100	Newton Centre	MA	02459	617 653 1117
Ward	David		100 Galen St SUITE 101	Watertown	MA	02472	8172879755
Garcia	Joe & Grace		120 Thomas Street Suite 100	Worcester	MA	01608	7743125225
Harne	Chris		8840 Stanford Blvd, Suite 3100	Columbia	MD	21045	443-832-9101
Plumadore	Patrick & Jennifer		5291 Corporate Drive Suite 200	Frederick	MD	21703	301-573-4149
D'Agostino	Anthony		9 Park Center Court, Suite 210	Owings Mills	MD	21117	443.604.4063
Rollins	Michael		12070 Old Line Center Suite 301	Waldorf	MD	20602	3015424629
Khilji	Muhammad		7001 Johnnycake Rd, STE 101	Windsor Mill	MD	21244	5132900461
Selik	Jeff	Vertical Stitch Investments LLC	10 W. Square Lake Rd, Suite 107	Bloomfield	MI	48302	248-867-6533
Lorenz	Brandon		7600 Grand River Ave Suite 295	Brighton	MI	48114	734-277-0612
Lerg & Humphries	Charles & Tom	Sea Alice LLC	5050 Cascade Rd	Grand Rapids	MI	49546	616.5510695
Lerg & Humphries	Charles & Tom	Sea Alice LLC	4150 E Beltline Ave Ste 2	Grand Rapids	MI	49525	269.838.1013
Condon & Elkins	Mike & Josh		805 Oakwood Drive, Ste 250	Rochester	MI	48307	2483791163
Grinnell	Katie, Justin, & Steve		4020 Copper View Unit 118	Traverse City	MI	49684	5175159000
Muhlenbeck	Joshua & Emily		2265 Livernois Rd	Troy	MI	48083	248-303-9909
Muhlbauer & Secor	Ryan & Andy		13911 Ridgedale Dr, suite 300	Minnetonka	MN	55303	612-751-3763
Lawrence	Mathew		16141 Swingley Ridge Rd Suite 107	Chesterfield	MO	63017	636-614-8240



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Higgins	Heath		108 E Green Meadows Rd Unit 6	Columbia	MO	65203	573-619-6308
Becker	Mark		9601 NE Barry Rd, Ste 202	Kansas City	MO	64157	9139994432
Sattarin	Ari		200 NE Missouri Rd STE 303	Lee's Summit	MO	64086	913-486-6298
Stevener	Adam & Megan		856 Waterbury Falls Dr #101	O'Fallon	MO	63368	636-299-3419
Dunford & Hall	Daniel & Justin		119 Bozeman Road, Suite 740	Madison	MS	39110	9012385838
Sessions	Duane & Tiffany		1165 N 14th Ave, Ste 1	Bozeman	MT	59715	918-520-5741
Anderson & Saari	Joseph & Andrew		1325 Hwy 2 W	Kalispell	MT	59901	4057600538
Miller	Christopher & Alexandra		1200 Ridgefield Blvd., Suite 16	Asheville	NC	28806	(203) 246-7173
Bates	Sam		216 Ashville Avenue, Suite 50	Cary	NC	27517	972-855-7654
Badosky	Joseph & Lauren	Makarios Life LLC	7400 Carmel Executive Park Dr. Suite #105	Charlotte	NC	28226	6784314575
Wingfield & Grady	Amy & Marilyn		3535 Randolph Rd Ste 200	Charlotte	NC	28211	7049098317
Ross	Brian		2209 N Center St	Hickory	NC	28601	908-209-4513
Butner	Cory & Marilyn		9526 Rich Hachet Road unit A2	Huntersville	NC	28078	9096410370
Yerkes & Stefero	William & Donnie		855 Sam Newell Road, Suite 202	Matthews	NC	28105	704-301-9971
Camp & Hudson	Josh & Claudia		2626 Glenwood AVE. Ste 170	Raleigh	NC	27608	602-327-9922
Miller	Christopher & Alexandra		1616 E. Millbrook Rd., Suite 130	Raleigh	NC	27609	(203) 246-7173
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1776 Wellington Avenue	Wilmington	NC	28401	910-262-5339
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1331 Military Cutoff Rd Unit FF	Wilmington	NC	28405	910-262-5339
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339



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Hudnall	John		18140 Burke St. Suite 101	Omaha	NE	68022	4027145029
Imbrogno & LaPalomto	Matthew & Robert		4101 Black Horse Pike Suite A	Blackwood	NJ	08012	6096703647
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	401 Kings Hwy S, Suite 4B	Cherry Hill	NJ	08034	6105509133
Gifford & Vaules	Ron & Mike		3069 English Creek Ave suite 203	Egg Harbor Township	NJ	08234	609-425-2984
Idelson & MacNeal	Jonathan & Ken		100 Commons Way, Suite 240	Holmdel	NJ	07733	267-977-2792
Dobbs	Keniqua & Max	Strive Wellness	239 Washington St	Jersey City	NJ	07302	757-328-5341
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	2003 Lincoln Drive West, Suite D	Marlton	NJ	08053	6105509133
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata		140 Rt 17 North suit 102	Paramus	NJ	07652	973-699-4448
Noonan	Ron		15 Commerce Blvd. Suite 100	Succasunna	NJ	07876	570-460-2074
Grenier	Fran		1630 Route 322, Unit C	Swedesboro	NJ	08085	856-579-0552
Newman	Todd		2285 Corporate Circle, Ste 140	Henderson	NV	89074	7028833850
Newman	Todd		6111 S Buffalo Drive, Ste 300	Las Vegas	NV	89113	7028833850
Hataway	Michael		609 Sierra Rose Dr Ste 3	Reno	NV	89511	7753995006
Wozny & Driver	Tyler & Aaron		34 West 22nd Street	New York	NY	10010	4156581333
Akkaway & Cady	Dan & Mendy		2 Crosfield Ave, Suite 420	West Nyack	NY	10994	619-873-5129
McClure & Stenzel	Matt & Bruce		8201 Main Street, Suite 8	Williamsville	NY	14221	716-990-4677
Hays	Peter		25700 Science Park Drive STE 365	Beachwood	OH	44122	4402410314
Sweet	D'Arcy		7626-B Paragon Road	Centerville	OH	45459	9374171809



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LaPRay & Gentry	Brian	LFHG Management Services LLC	10475 Reading Rd. Suite 201	Cincinnati	OH	45241	801-830-5491
Nibert	Ryan		85 McNaughten Road Suite 100	Columbus	OH	43213	3042610072
Schembechler	Glenn & Megan	Jackbo, Inc	1335 Dublin Road, Columbus	Columbus	OH	43201	614-906-2583
Ziebro	Matt & Theresa		66 South Miller Rd, Suite 102	Fairlawn	OH	44333	440-487-6789
James & Pappas	Randy, Myca, & Zach		5536 Hilliard Rome Rd	Hilliard	OH	43026	614-893-9693
Marra	Todd	Tomad INC	3425 Executive Pkwy #107	Toledo	OH	43603	4192068589
Graham	Adam & Amanda		5101 Gaillardia Corporate Place A-1	Oklahoma City	OK	73142	9183291133
Kennedy	TJ		2235 NW Shevlin Park Road, Suite 100	Bend	OR	97703	8012316673
Marina & Knoll	Adam & Brian		8101 SW Nyberg St., #103	Tualatin	OR	97062	7023275402
Liberati & Frascella	Steve, Dave, & Larry		350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470
Roberts	Bill & Joie	Kerwin Enterprises LLC	80 W Welsh Pool Rd, Suite 200	Exton	PA	19341	6105136080
McCarthy	LucyAnn & Michael	Five Twenty-One Management LLC	30 Lacrue Ave Suite 204	Glen Mills	PA	19342	484-459-8440
Lentini	Frank & Leanne		845 Sir Thomas Court, Suite 6	Harrisburg	PA	17109	7179793689
Tomlinson	Andre		1725 Oregon Pike	Lancaster	PA	17601	813-380-4201
Rocheftort	John		5001 Louise Dr. Suite 302	Mechanicsburg	PA	17055	7174189422
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	280 Providence	Media	PA	19063	6105509133
Liberati & Frascella	Steve, Dave, & Larry		115 Pheasant Run, Suite 116	Newtown	PA	18940	267-261-6470
Pierce	Art		11279 Perry HWY Suite 304	Wexford	PA	15090	412-855-6228



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Holmes	Rob & Allen		513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001
Floyd & Wilson	Robert & Dennis		115 Atrium Way Suite 125	Columbia	SC	29223	7042396924
Tabor & Pinto	Michael & Jim	DAX23   MAC13   Scooter9	1365 Broadcloth St, suite 203	Fort Mill	SC	29715	704-502-3567
Chafin	Travis & Alicia		225 Halton Rd, Ste B	Greenville	SC	29607	404-992-3111
Riggin, Olinger, & Kloman	Tyler, David, & Brian	Blue House ROK LLC	180 Wingo Way, Suite 104	Mount Pleasant	SC	29464	615-479-5855
Ange & Armstrong	Jason & Alan		775 Spartan Blvd.	Spartanburg	SC	29301	6028816624
Zeski	Jimmy & Brandie	Superior Health Services LLC	107 West 6th North Street, Suite 201	Summerville	SC	29483	843-621-1414
Flagella & Trombetta	Nicholas & Troy		1301 W Omaha St	Omaha	SD	57701	3039289751
Jacot & Wolff	Jonny & Jerod		4908 E. Rosa Parks Pl	Sioux Falls	SD	57110	712-260-8170
Crawford	Jason & Autumn		6142 Shallowford Rd, Suite 102	Chattanooga	TN	37421	281-299-5257
Patel	Deven		2028 W Poplar Ave Ste 111	Collierville	TN	38017	6506786858
Caruthers	Cory		112 Saundersville Rd, Suite B-200	Hendersonville	TN	37075	949-306-2690
Patel	Deven		5220 Park Ave Ste 200	Memphis	TN	38119	6506786858
Goldstein	Chad	Goldstein Management Group LLC	4205 Hillsboro Pike, Suite 130	Nashville	TN	37215	4806882002
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	2905 San Gabriel Street Unit 310	Austin	TX	78705	515-240-1880
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	351 Cypress Creek Road	Cedar Park	TX	78613	515-240-1880
Bates	Sam		6301 Gaston Avenue, Suite 775	Dallas	TX	75214	9728557654
Matwijecky	Brian	WB Health INC	11661 Preston Road suite 124	Dallas	TX	75230	2142404680
Placencio	Keith		7430 Remcon Circle, Bldg. A, #140	El Paso	TX	79923	575-993-1123
Stovesand	Alan & Kristen	DFW Health Management Services	410 S Henderson Street	Fort Worth	TX	76104	949-374-3412



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Grewal	Tej		1503 Blue Ridge Dr. STE 303	Georgetown	TX	78626	5128145554
Baxter & Hackel	David & Eirc	Forty Six Ten LLC	2321 Ira E Woods Ave Suite 200	Grapevine	TX	76051	817-504-6676
Gu	James		17625 El Camino Real Suite 112	Houston	TX	77085	281.898.5625
Paul	Shawn		13325 Hargrave Road Suite 290	Houston	TX	77070	7137037405
Stovesand	Alan & Kristen	DFW Health Management Services	7301 N. State Highway, Suite 120	Irving	TX	75039	949-374-3412
Tareen	Ameena	AT ENT LLC	26717 Westheimer Pkwy suite 804	Katy	TX	77494	949-202-8048
Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	2601 S Stemmons Fwy, Suite 110	Lewisville	TX	75067	4157283290
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	1400 N Coit Road Suite 203	McKinney	TX	75071	515-240-1880
Le	Connie	ABJ Administrative Services LLC	24441 Tomball Parkway Suite 80	Northpointe	TX	77375	8324346683
Guinara	Angelia		3129 Kingsley Drive #1640	Pearland	TX	77584	832-859-9766
Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	6200 Preston Rd Suite 220	Plano	TX	75024	4157283290
Gathmann	Aaron	Texvitale I LLC	3705 Lakeview Parkway, Suite 400	Rowlett	TX	75088	210-410-4283
Jones	Christopher		250 E Basse Road, STE 208	San Antonio	TX	78209	210-687-5207
Linke	Sebastian		22610 US-281	San Antonio	TX	78258	760-305-3066
Hernandez	Alfonso		1340 Wonder World Dr, suite 104	San Marcos	TX	78744	2109841543
Allana	Shifa		23227 Gosling Rd Ste C	Spring	TX	77389	8325416399
De Los Santos	Jeremy	TCFM LLC	25701 I-45 N, #5	Spring	TX	77380	2148038168



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Osorio	Andrea & Alonso		212 Old Grande Blvd. Suite C-114	Tyler	TX	75703	813-210-4848
Benson	Jon & Joshua		1275 E Fort Union Blvd	Cottonwood Heights	UT	84121	801-792-9749
Baguley	Mike & Jamie		3098 West Executive Parkway, Suite 200	Lehi	UT	84043	801-792-9749
Alo	Lane & Stephanie	Alo Premier	2015 W Grove Parkway, Suite G	Pleasant Grove	UT	84062	8018975920
Bodine & Jackson	Jason & Dave		560 West 465 North Ste. 604	Providence	UT	84332	801-368-8148
Frost	Jared		945 Chambers St. Ste 2	South Ogden	UT	84403	702-807-3668
Tarinelli & Spilker	Don & JB		1490 E Foremaster Drive #250	St. George	UT	84790	4356801367
Morisi & Roth	Nicholas & Thomas		20098 Ashbrook Place Suite 220	Ashburn	VA	20147	410-948-8441
Steinfatt	Teresa		630 Peter Jefferson Parkway, Suite 185	Charlottesville	VA	22911	804-363-3546
Carey	Marshall	Carey Collective Corp	7051 Heathcote Village Way, Suite 270	Gainesville	VA	20155	301-526-1613
Miller & Hallgren	Zach & Skyler		4401 Waterfront Dr. Suite 100	Glen Allen	VA	23060	610-763-4333
Ashcraft	Glenn & Tara		12005 Sunrise Valley Drive	Reston	VA	20191	817-798-9116
Fagan & Herring	Sean & Alexandra		4714 A Starkey Rd	Roanoke	VA	24018	804-240-5439
Mueller	Jim & Bree		933 First Colonial Road STE 101	Virginia Beach	VA	23454	703-675-3717
Mueller	Jim & Bree		1933 Landstown Centre Way suite 320	Virginia Beach	VA	23456	703-675-3717
Welko	Bradley		4351 W. College Ave. Ste. 130	Appleton	WI	54914	920-915-2821



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Isherwood	Jennifer & Ryan		524 Milwaukee Street, Suite 207	Delafield	WI	53018	4143801919
Vollmar	Don		W177N9886 Rivercrest Dr., Suite 100	Germantown	WI	53022	262-402-8473
Boshcka & Pfaff	Matt & Mitch		1806 State Road 16	La Crosse	WI	54601	6083971855
Swaab-Bloom	Julie		8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839
Vollmar	Don		3970 N. Oakland Ave. Suite 302	Shorewood	WI	53211	262-402-8473

**Franchisees with Unopened Outlets as of December 31, 2024:**

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Penny	Justin	North Peak Health LLC	2525 C St, Ste 250	Anchorage	AK	99503	9077384236	AK : 1
Cosby	Chad	CNTE	2138 Moores Mill Rd	Auburn	AL	36830	8437547242	AL : 1
Ross	Carter	Yellowhammer Wellness LLC	2271 Pelham Pkwy Ste 1	Pelham	AL	35124	2054150016	AL : 1
McLaughlin	Athens	Options Plus Wellness	4505 Pine Tree Circle, Suite 202	Vestavia Hills	AL	35243	2059179973	AL : 1
Coble	Anna & Chris	Creative Thinkers LLC	2228 Albert Pike Rd. Suite A	Hot Springs	AR	71913	501-627-4133	AR : 1
Stewart & Labeda	Mark & Mike	Gamechanger Holdco LLC	2450 S. Gilbert Rd. Ste 206	Chandler	AZ	85286	4802216476	AZ : 1
Owen	Eric	JEO Health Group	2452 E Baseline Rd, Unit 220	Gilbert	AZ	85234	4803268370	AZ : 1
Slonsky	Ed & Dena	Burn Beat LLC	1616 N. Litchfield Rd, Suite A150	Goodyear	AZ	89395	8189394437	AZ : 1
Stevens	Heather	BLCA Health LLC	7205 S 51st Ave, Suite 201	Laveen	AZ	85339	520-240-3832	AZ : 1
Shammas & Shorez	Cole & Joseph	Mens Management Clinic East LLC	6124 E Brown Road	Mesa	AZ	85205	6196473905	AZ : 1
Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	3130 W. Carefree Highway, Suite B15	Phoenix	AZ	85086	4026869096	AZ : 1
Cohen	Dan	DCWELLFIT LLC	14358 N Frank Lloyd Wright Blvd, Ste 11	Scottsdale	AZ	85260	650 208 4636	AZ : 1
Harris	Morgan & Christi	Testosterone For You LLC	33739 N Scottsdale Rd Unit C-110	Scottsdale	AZ	85266	818-324-6868	AZ : 1



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Collison & Tuck	Roger & Jordon	JRT Management LLC	14477 N Gil Balcome	Surprise	AZ	85379	302-245-9413	AZ : 1
Schultz & Secord	Betsy & Emily	Red Rock Innovations LLC	14239 W Bell Rd	Surprise	AZ	85374	5415207997	AZ : 1
Gillespie & Bruno	David & Rocco	Priapus Enterprises LLC	5210 East Williams Circle, Suite 620	Tucson	AZ	85711	15208614556	AZ : 1
Pamir	Eren	Erenblatt LLC	301 W Huntington Dr STE 300	Arcadia	CA	91007	5868220072	CA : 1
Yu	Simon & Yesa	EYS Management Services LLC	17100 Pioneer Blvd, Suite 420	Artesia	CA	90701	626-230-4886	CA : 1
Short/Padula	Heather, Mike, & Christina	P & S Management	808 Burgess Lane	Chico	CA	95972	530-864-7408	CA : 1
Ruvalcaba	Enrique	Quique Care LLC	8833 Bay Laurel St	Chino	CA	91708	310-343-5395	CA : 1
Arbizo & Corona	Steve & Adrian	Simetria LLC	14252 Schleisman Rd. Suite 205	Eastvale	CA	92880	9518183635	CA : 1
Chauhan & Mohammed	Varun & Imran	Vitalcore Clinics	1190 Suncast lane, Suite 4	El Dorado Hills	CA	95762	2063532472	CA : 1
Watson	Keely & Kandace	Watson Family Health LLC	5400 Balboa Blvd	Encino	CA	91316	(818)455-2825	CA : 1
Gebhart	Garrett	TRT Elite Health LLC	7470 Cherry Ave #102	Fontana	CA	92336	(909) 815-5484	CA : 1
Singh, Thakur, & Malhotra	Bobby, Sheena, Bobby, & Ekta	MST Capital	27462 portola parkway, suite 200	Foothill Ranch	CA	92610	6306971530	CA : 1
Singh, Thakur, & Malhotra	Bobby, Sheena, Bobby, & Ekta	MST Capital	27462 Portola Parkway, suite 200	Foothill Ranch	CA	92610	6306971530	IL : 1
Gill	Jay & Simran	Gill Management Corporation	761 E Locust Ave, Ste 103	Fresno	CA	93720	5592893710	CA : 1
Tiwana	Harjeet	Tiwana Brothers Management Services Inc	3439 W Shaw Ave Ste 115	Fresno	CA	93711	559-313-1123	CA : 1
Mutton	Matthew	MFAM Holdings Corp	1440 N Harbor Blvd STE 103	Fullerton	CA	92835	5628967491	CA : 1
Singh/Aulakh	Jagdeep & Bobby	Aulakh Men's Health PC	450 Kings County Drive	Hanford	CA	93230	5598711612	CA : 1
Rodriguez	Frank	Starter Health LLC	24301 Southland Drive, Suite 200	Hayward	CA	94545	6504643436	CA : 1
Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	7677 Center Ave Suite 201	Huntington Beach	CA	92647	818-967-8858	CA : 1



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Kinney	Abraham	Dee Dee Kinney Inc	43927 15th St. West	Lancaster	CA	93534	3235457383	CA : 1
Walker	Jesse	Jaywalker One, Inc	4300 Long Beach Blvd #450	Long Beach	CA	90807	7144210480	CA : 1
Huh, Stiles, & Paek	Jimmy, Ethan, & Alex	Cheil Daebak LLC/Socal Men's Health Corp	11500 W Olympic Blvd #590	Los Angeles	CA	90064	626-231-1183	CA : 1
Curatolo	TJ & Abril	LivingStone Inc	29950 Haun Rd, Ste 201	Menifee	CA	92586	8015976811	CA : 1
Feliciano	Paul & Marie	Alpha Omega Management Services LLC	12800 Heacock St., Ste. A-4	Moreno Valley	CA	92553	951-743-2455	CA : 1
McKhann	Holland & Michael	Bay View Management	1040 Rengstorff Avenue, Suite C	Mountain View	CA	94043	6505071100	CA : 1
Kuder	Kevin	AlphaWellness Management, Inc	24619 Washington Ave, Suite 200	Murrieta	CA	92562	8582546525	MN : 1
Huffman	Grace & Jason	Huffman MD PC	433 Soscol Avenue Suite A110	Napa	CA	94559	925-899-3492	CA : 1
McCarthy	Jeff	Rockridge Ventures, Inc	3645 Grand Ave	Oakland	CA	94610	510-303-5474	CA : 1
Goodwin	Jeff	Montara Equities, LLC	700 E. Tahquitz Canyon Way, Suite 4	Palm Springs	CA	92262	310-293-1159	CA : 1
Perez	Mark	TRT Men's Health	126 Avocado Ave Ste 205	Perris	CA	92571	9095035122	CA : 1
Alexandridis and Mercadante	Jason & Damon	Marin Mens Health LLC	405 N. McDowell Rd.	Petaluma	CA	94952	415-864-5660	CA : 1
Fanning	Steve & Shannon	SF Health Investments LLC	4683 Chabot Dr Suite 203	Pleasanton	CA	94588	310-415-6598	CA : 1
Vanderbyl	Josh	Vanderbyl Clinics	15706 Pomderado Rd Suite 206	Poway	CA	92064	951-378-1994	CA : 1
Hartman	Jessie	JHart Ventures INC	1690 Woodside Rd, Suite 120	Redwood City	CA	94061	415-786-6645	CA : 1
Parthasarathy	Vinod	Pinnacle Health & Wellness Corp	6216 Brockton Ave, Suite 212	Riverside	CA	92506	9497351014	CA : 1
Naylor	Chris & Mary Anne	EMCEN Health Roseville	2436 Professional Dr #100	Roseville	CA	95661	619-517-3249	CA : 1
Engelman	Sara & Al	Granite Ventures, Inc	7420 Greenhaven Drive, Suite 115	Sacramento	CA	95831	916-975-5818	CA : 1
Legoullon	David, Machille, Ryan, & Bret	Legoullon Health LLC	3000 L Street suite 110	Sacramento	CA	95816	707-580-2409	CA : 1
Papneja	Ankur	Burlingame Day LLC	1001 Sneath Lane, Suite 206	San Bruno	CA	94066	5623218862	CA : 1



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Doonboli	Kambiz	Primify Health LLC	465 California Street Suite 610	San Francisco	CA	94104	412-983-4318	CA : 1
Bhatia	Priya	KareVital Health Management Services	6128 Camino Verde Drive, Suite B	San Jose	CA	95119	6504175019	CA : 1
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata	RKLSG LLC	27200 Tourney Rd Suite 250	Santa Clarita	CA	91355	8186138426	CA : 1
Johnston & Hess	Eric & Terry	Long Beach Men's Health LLC	1650 Pacific Coast Highway	Seal Beach	CA	90740	9492440244	CA : 1
Harris	Morgan & Christi	Testosterone For You LLC	2045 Royal Ave suite #224	Simi Valley	CA	93065	818-324-6868	CA : 1
Jain & Garg	Neren & Preeta	Mak 5 Health PC	3461 Brookside Rd, Suite D	Stockton	CA	95219	7322074616	CA : 1
Brinkman	Robert	Azores Health Corp	351 Rolling Oaks Dr, Suite 203	Thousand Oaks	CA	91361	2084503939	CA : 1
Harmon	Eric	SoCal Synergy, LLC	14642 Newport Avenue Suite 388	Tustin	CA	92780	8587357353	CA : 1
Dreher	Scott	Dreher LLC	2505 Cliff Rd.	Upland	CA	91784	9099963618	CA : 1
Carsel	Dan	S & D Health LLC	595 Buck Avenue, Ste. A,	Vacaville	CA	95688	916-380-2944	CA : 1
Plotkin	Alexander	Sigma Mens Health	7230 Medical Center Dr	West Hills	CA	91307	3103593300	CA : 1
Johnson	Ryan & Heather	Second Act Management Services, LLC	12510 E Iliff Ave Ste 120	Aurora	CO	80014	8016364439	CO : 1
Cinelli & Schubert	Brian & Ryan	Blue Rock Capital, LLC	350 Broadway	Boulder	CO	80302	8324832453	CO : 1
Cinelli & Schubert	Brian & Ryan	Blue Rock Capital, LLC	350 Broadway	Boulder	CO	80302	8324832453	WY : 1
Sanders & Sparks	Mike & Andrew	Kronos Partners LLC	830 Tenderfoot Hill Road Suite 320	Colorado Springs	CO	80906	928-300-8732	CO : 1
Reimer/Tyler/Puryear	Greg, Ampy, & Steve	MSCO1, LLC	55 Madison St. Ste 260	Denver	CO	80206	515-240-1880	CO : 1
Miller	Scott	Four Tigers INC	750 West Hampden Ave, Suite 501	Englewood	CO	80110	7573537922	CO : 1
Walsh	Regina & Jake	JR Management Services, LLC	3534 John F. Kennedy Parkway suite B	Fort Collins	CO	80910	6103604808	CO : 1
Bogue	Josh & Danisha	Bogue Ventures Incorporated	350 Indiana St, Suite #100	Golden	CO	80401	9702702609	CO : 1
Costello & Soria	Ray & Aixa	Costello-Soria LLC	2148 Broadway STE B5	Grand Junction	CO	81507	9095569409	CO : 1



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Clark	Jonie	GD2024 Greeley Thornton LLC	10701 Melody Dr. ste 315	Northglenn	CO	80534	970-302-4076	CO : 1
Westenskow, Matson, & Chapman	Ryan, Chris, & Byron	Co Vitality LLC	11960 Lioness Way Ste. 100	Parker	CO	80134	8015405817	CO : 1
Fahy	Patrick	PKE23 LLC	501 Kings Hwy E Suite 203	Fairfield	CT	6611	2039935444	CT : 1
Boulger	William	WYMM Management Services, LLC	51 North Main St, Unit 1C	Southington	CT	6489	774-219-8467	CT : 1
Smith	Chad	Enterprising Enterprises, Inc	60 Long Ridge Road, Suite 301	Stamford	CT	6825	6465412586	CT : 1
Leserman	Eric & Jenni	LFG Ventures, Inc	18 N. Main Street, Suite 204	West Hartford	CT	6107	847-868-5785	CT : 1
Tagliavini	Christopher	Tagstosterone, Inc	330 Tunxis Rd.	West Hartford	CT	6107	8608030185	CT : 1
Anastasia	John	CT Health Group LLC	26 Hillandale Rd	Westport	CT	6880	3524271550	CT : 1
Collison	Roger	Mens Peak Performance LLC	110 Christiana Medical Center	Newark	DE	19702	302-245-9413	DE : 1
Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	FL	30309	678-427-6327	FL : 1
Wozny	Tyler	3 THX LLC	20801 Biscayne Blvd Unit 303	Aventura	FL	33139	4156581333	FL : 1
Herrera & Mohammed	Donny, Paola, & Haleem	South Florida Wellness Group PLLC	7280 W. Palmetto Park Rd., Suite 103-N	Boca Raton	FL	33433	9548126078	FL : 1
Humphries, Nassar, & Valentine	Tom, Rick, & Jay	GD-SW Florida LLC	27399 Riverview Center Blvd., Suite 106	Bonita Springs	FL	34134	6165402106	FL : 1
Grassi	Chris	C&S Health Enterprises LLC	710 Oakfield Dr. Suite 260	Brandon	FL	33511	727-735-2919	FL : 1
Jackson & Morales	Jason, Sandra, & Chane	N/A	907 Floresta St	Brandon	FL	33511	2538829912	FL : 1
Blady	Lisa	Zeringue, LLC	4477 Legendary Dr, Ste 201	Destin	FL	32578	850-736-1251	FL : 1
Ashcraft, J	James	North Florida Elite Health & Longevity LLC	13720 Old St Augustine Rd Ste 8-106	Jacksonville	FL	32258	9048380732	FL : 1
Evans & Wallace	Tyzer & Patrick	Virtuous Well Being	2916 University Blvd W, Suite 101	Jacksonville	FL	32217	7073281196	FL : 1
Gryniuk & Parikh	Darren & Ankit	PG Ventures Group LLC	1345 West Bay Drive Suite 405	Largo	FL	33706	703-338-9911	FL : 1
Gryniuk & Parikh	Darren & Ankit	PG Ventures Group LLC	1345 West Bay Drive Suite 405	Largo	FL	33770	703-338-9911	IL : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Dedek	Bill & Deborah	Dedekation LLC	6905 N Wickham Rd Ste 205	Melbourne	FL	32940	954-644-2814	FL : 1
Anez	Alex	Gent Well Corp	6175 NW 153rd Street, Suite 320	Miami Lakes	FL	33156	3058018000	FL : 1
Saez	Jessie	Saez Clinics LLC	5501 SW 30th Ave	Ocala	FL	34471	3528161061	FL : 1
Lee	Chia	FL Wellness, LLC	812 W Coloniell Dr	Orlando	FL	32804	7164008595	FL : 1
Paluga & Rosen	Eric, Mark, and Leah	Palaga-Rosen Corp	8895 N. Military Trail suite 201C	Palm Beach Gardens	FL	33410	5617155357	FL : 1
Garrett	Bradley	NWF Mens Health Management LLC	1517 W Garden St	Pensacola	FL	32563	8507760756	FL : 1
Rothbauer	William	Wahji Brands, Inc	2401 University Parkway, Ste 203	Sarasota	FL	34243	262-442-0778	FL : 1
Bennett	Greg	Testy Management LLC	202 S Rome Ave suite 190	Tampa	FL	33606	8136291190	FL : 1
Jenkins	Allan & Diana	NW Tampa Health & Wellness LLC	4902 Eisenhower Blvd S, Suite 115	Tampa	FL	33634	813-727-0312	FL : 1
Key	Matthew	MSKEY Operations LLC	3433 Lithia Pinecrest Dr Ste 327	Valrico	FL	33596	9109642044	FL : 1
Tabor	Michael	DAX23   MAC13   Scooter9	500 S. Australian Ave, STE 205B	West Palm Beach	FL	33401	7726437636	FL : 1
Herrera	Donny & Paola	SHR Wellness Corp	1290 Weston Rd	Weston	FL	33326	9548126078	FL : 1
Schwartz & McKenna	Jonathan & Jeff	TRT Orlando MSO LLC	99 S New York Ave	Winter Park	FL	32789	407-341-7170	FL : 1
Reddy & Mandadi	Tarak, Praneet, Santhosh, & Shaikrupa	V4Ventures INC	3225 North Point Parkway, Suite 102	Alpharetta	GA	30005	315-560-1425	GA : 1
Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	GA	30309	678-427-6327	GA : 1
Pineiro	Eric & Betty	Elite Peak Performance Men's Wellness, Inc	1239 Friendship Rd, Ste 300	Braselton	GA	30517	7702959211	GA : 1
Bence	David & Megan	DMB Mens Health, LLC	1921 Whittlesey Rd, Suite 100	Columbus	GA	31904	3347075227	GA : 1
Darwin	Charles	Evolving Mens Health, LLC	6002 HWY 53E	Dawsonville	GA	30534	404-593-3687	GA : 1
Jackson	Evyn	Quantum Shift LLC	617 Wayland Ct	Fairburn	GA	30213	4236674505	GA : 1



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Kong	Calvin	Kick Off Anti Aging Health INC	316 West Pike Street, Suite 140B	Lawrenceville	GA	30046	770-910-0630	GA : 1
Shetty & Arun	Prasad & Alexander	Sowaka LLC	5950 Live Oak Pkwy, Suite 172	Norcross	GA	30093	6787793316	GA : 1
Sabo	Zach	Olive River, LLC	1035 Martins Lake Close	Roswell	GA	30076	4046060920	GA : 1
Cochran	Chad & Courtnee	Elite Body Wellness Corp	3890 Johns Creek Pkwy	Sewanee	GA	30024	4045503636	GA : 1
Patel	Setul & Trishna	Saini Clinics LLC	3200 Highlands Pkwy Se STE 427	Smyrna	GA	30082	5043383334	GA : 1
Payton & Hayyeh	Chris & Hudda	N/A	3914 High Dove Way SW	Smyrna	GA	30082	816-521-0443	GA : 1
Parker	Timothy	Parker Family Wellness Services, LLC	115 N. Park Trail	Stockbridge	GA	30281	9132207324	GA : 1
Morris	William & Allison	TRT DSM LLC	13375 University Ave, suite 101	Clive	IA	50325	515-205-6021	IA : 1
Belnap	Brock	Zero Franchising LLC	3369 Chasewood Drive	Ammon	ID	83406	406-570-7060	ID : 1
Burtenshaw & Hunsaker	David & Russ	R&D Company, LLC	15 W 300 S	Burley	ID	83318	801-707-9266	ID : 1
Bowie	Nathaniel	Jawbone Ventures LLC	1250 W Ironwood Dr Suite 201	Couer d'Alene	ID	83814	2087901119	ID : 1
Subudhi	Arabinda	Pan Constructive Health & Wellness LLC	230 Inverrary Ln	Deerfield	IL	60015	8475028339	IL : 1
Subudhi	Arabinda	Pan Constructive Health & Wellness LLC	230 Inverrary Ln	Deerfield	IL	60015	8475028339	WI : 1
Young, Fox, Antonovich	Lonnie, Matthew, & Ryan	Alpha Partners	9 Glen Ed Professional Park	Glen Carbon	IL	62034	5732759966	IL : 1
Alqara	Fares	Men's Health Testosterone Clinic LLC	1952 McDowell Road, Suite 205	Naperville	IL	60563	5132630469	IL : 1
Panagos	Jason	Illinois Mens Health LLC	921 W Woodlawn Rd	New Lenox	IL	60451	8154746758	IL : 1
Smee	Jason & Courtney	Smee Group LLC	235 Devon Ave	Park Ridge	IL	60068	7175790482	IL : 1
Patel	Mitul & Jalpa	VP Health LLC	5202 Old Orchard Rd, Suite N220	Skokie	IL	60077	847-561-9980	IL : 1



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Woolum	Tony	Woolusk Services LLC	2524 Farragut Dr Suite E	Springfield	IL	62704	2179725802	IL : 1
Patel	Dillan, Nimesh, & Roopen	DRN Chicago LLC	1400 Lincoln Hwy suite A	St. Charles	IL	60174	630-247-1858	IL : 1
Steiner	Matthew	MLS Medical PC	559 Keeler Dr	Avon	IN	46123	765-513-9340	IN : 1
Steiner	Matthew	MLS Medical PC	559 Keeler Dr	Avon	IN	46123	765-513-9340	OH : 1
Sargent	Scott	Breese Enterprises Inc	301 E Carmel Dr, Suite F-300	Carmel	IN	46032	3178001634	IN : 1
Humphries	Justin	Revitalize Health Group LLC	7230 Engle Road, Ste 304	Fort Wayne	IN	46804	2606025342	IN : 1
Potter	Brian	BBJ Imperium Group LLC	819 N Bel Arbor St	Derby	KS	67037	269-830-1621	KS : 1
Wettengel	Jerry & Juniper	Wettengel Enterprises LLC	8500 W. 110th St. Suite 525	Overland Park	KS	66210	7853806622	KS : 1
Geedey	Larry	GAC Lifestyle	2670 Chancellor Dr.	Crestview Hills	KY	41017	6144006721	KY : 1
Geedey	Larry	GAC Lifestyle	2670 Chancellor Dr.	Crestview Hills	KY	41017	6144006721	OH : 1
Stallings	Steve & Pam	Geaux Ville, LLC	9400 Williamsburg Plaza Suite 340	Louisville	KY	40223	502-523-7527	IN : 1
Stallings	Steve & Pam	Geaux Ville, LLC	9400 Williamsburg Plaza Suite 340	Louisville	KY	40223	502-523-7527	KY : 1
Cantley	Shawn	N/A	6316 Passionflower Dr	Prospect	KY	40059	5024323360	KY : 1
Dugas & Benoit	Jonathan & Don	Mens Health Clinic of Lafayette LLC	825 Kaliste Saloom Rd. Ste. 103	Lafayette	LA	70508	337-254-0508	LA : 1
Gab & Pumila	Shawn & Gasper	Nola Health Management LLC	4800 Henican Place	Metairie	LA	70003	5047015245	LA : 1
LaVallee	Alex	Anytime Mens Health LLC	51 West St	Duxbury	MA	2332	4018299154	MA : 1
McLaughlin	Martin	Options Plus Wellness	16 Chestnut St, Suite 245	Foxborough	MA	2035	8577533610	MA : 1
Fortune	David	N/A	1150 Great Plain Ave	Needham	MA	2492	310-857-9466	MA : 1
Crea	Chris	Heracles LLC	1320 Centre St, STE 100	Newton Centre	MA	2459	6176531117	MA : 1
Burnheimer	Sara & Ryan	Burn Essex, LLC	82 Wendell Ave Ste 100	Pittsfield	MA	1201	2077492499	MA : 1
MacAllister	Scott	Thrive Enterprises LLC	162 Federal St	Sale	MA	1970	6178177294	MA : 1

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Ward	David	Tavla Two Corp	100 Galen St SUITE 101	Watertown	MA	2472	8172879755	MA : 1
Garcia	Joe & Grace	G4 Enterprises LLC	120 Thomas Street Suite 100	Worcester	MA	1608	7743125225	MA : 1
Harne	Chris	Limitless Health and Wellness, LLC	8840 Stanford Blvd, Suite 3100	Columbia	MD	21045	443-832-9101	MD : 1
Plumadore	Patrick & Jennifer	Red Herring Investments	5291 Corporate Drive Suite 200	Frederick	MD	21703	301-573-4149	MD : 1
D'Agostino	Anthony	Cavesdale Mens Health LLC	9 Park Center Court, Suite 210	Owings Mills	MD	21117	4436044063	MD : 1
Chen	John	Quantumai Inc	12004 Piney Glen Ln	Potomac	MD	20854	240-281-6871	MD : 1
Rollins	Michael	Warrior Health Inc	12070 Old Line Center Suite 301	Waldorf	MD	20602	3015424629	MD : 1
Khilji	Muhammad	Expedient Health Solutions LLC	7001 Johnnycake Rd, STE 101	Windsor Mill	MD	21244	5132900461	MD : 1
Lowans	Megan & Michael	Twelve Thirty One LLC	50 Mount Mica Rd S.	Paris	ME	4281	6154161672	ME : 1
Selik	Jeff	Vertical Stitch Investments LLC	10 W. Square Lake Rd, Suite 107	Bloomfield	MI	48302	248-867-6533	MI : 1
Lorenz	Brandon	Priapus Vitality Management	7600 Grand River Ave Suite 295	Brighton	MI	48114	734-277-0612	MI : 1
Lerg & Humphries	Charles & Tom	Sea Alice LLC	5050 Cascade Rd	Grand Rapids	MI	49546	6165516952	MI : 1
Condon & Elkins	Mike & Josh	JM Wellness LLC	805 Oakwood Drive, Ste 250	Rochester	MI	48307	2483791163	MI : 1
Kzirian	Andre	Mens Health Administrative Services LLC	2740 Glenwood	Royal Oak	MI	48073	2487980589	MI : 1
Henderson	Marvin & Deborah	DM Henderson, LLC	10830 Waterfall Ct	South Lyon	MI	48178	586-202-6851	MI : 1
Grinnell	Katie, Justin, & Steve	Twin Bay Partners LLC	4020 Copper View Unit 118	Traverse City	MI	49685	517-648-6623	MI : 1
Muhlenbeck	Joshua & Emily	Mbeck Incorporated	2265 Livernois Rd	Troy	MI	48084	248-303-9909	MI : 1
Bloom	Matt	Minnesota Men's Medical Management LLC	6472 Merrimac Ln N	Maple Grove	MN	55311	9204500839	MN : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Muhlbauer & Secor	Ryan & Andy	Vitality Now	13911 Ridgedale Dr, suite 300	Minnetonka	MN	55303	612-751-3763	MN : 1
Ganim	Donald	Donn Ganim Game Day LLC	8 Arrowhead Estates Ln	Chesterfield	MO	63017	5735872382	MO : 1
Lawrence	Matthew	MRL 2023 Ventures LLC	16141 Swingley Ridge Rd Suite 107	Chesterfield	MO	63017	6366148240	MO : 1
Higgins	Heath	GDMH COL-JC LLC	108 E Green Meadows Rd Unit 6	Columbia	MO	65109	5736196308	MO : 1
Becker	Mark	Men's Wellness Kansas City, LLC	9601 NE Barry Rd Ste 203	Kansas City	MO	64153	9139994432	KS : 1
Becker	Mark	Men's Wellness Kansas City, LLC	9601 NE Barry Rd, Ste 202	Kansas City	MO	64153	9139994432	MO : 1
Sattarin	Ari	Elite Health Performance, LLC	200 NE Missouri Rd STE 303	Lee's Summit	MO	64086	913-486-6298	KS : 1
Dunford & Hall	Daniel & Justin	Southern Men's Health	119 Bozeman Road, Suite 740	Madison	MS	39110	9012385838	MS : 1
Lininger & Clark	Robert & Timothy	GDMT Inc	1277 Foster Creek Rd	Belgrade	MT	59714	4066965690	MT : 1
Sessions	Duane & Tiffany	Montana GD PLLC	1165 N 14th Ave, Ste 1	Bozeman	MT	59715	9185205743	MT : 1
Bates	Sam	BCG - GD Cary, LLC	216 Ashville Avenue, Suite 50	Cary	NC	27517	972-855-7654	NC : 1
Badosky	Joseph & Lauren	Makarios Life LLC	7400 Carmel Executive Park Dr. Suite #105	Charlotte	NC	28226	6784314575	NC : 1
Wingfield & Grady	Amy & Marilyn	House of Grady	3535 Randolph Rd Ste 200	Charlotte	NC	28211	7049098317	NC : 1
Ross	Brian	Malvern Hill PLLC	2209 N Center St	Hickory	NC	28601	908-209-4513	NC : 1
Yerkes & Stefero	William & Donnie	StefYerk Inc	855 Sam Newell Road, Suite 202	Matthews	NC	28105	704-301-9971	NC : 1
Paudel & Sharma	Keshab & Ram	GPS Health PLLC	1505 Hemby Ridge Ln	Morrisville	NC	27560	6466711019	NC : 1
Camp & Hudson	Josh & Claudia	JandC Holdings	2626 Glenwood AVE. Ste 170	Raleigh	NC	27608	602-327-9922	NC : 1
Miller	Christopher & Alexandra	Blue Ridge Business Management, Inc	1616 E. Millbrook Rd., Suite 130	Raleigh	NC	27609	(203) 246-7173	NC : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1776 Wellington Avenue	Wilmington	NC	28401	910-262-5339	GA : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339	NC : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339	SC : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Young	Robert	Enhanced HCS LLC	2111 Middle Sound Loop Rd	Wilmington	NC	28411	330-206-5672	NC : 1
Hudnall	John	JHUD Men's Health LLC	18140 Burke St. Suite 101	Omaha	NE	68022	4027145029	NE : 1
Nalette	Mari-Briege & Nicholas	Granite Strength & Wellness LLC	PO Box 4492	Manchester	NH	3108	6033914319	NH : 1
Robinson	Thomas	Robinson Ventures - Salem LLC	31 Stiles Rd. Ste 2300	Salem	NH	3079	8139974883	NH : 1
Gifford & Vaules	Ron & Mike	RMR Health LLC	3069 English Creek Ave suite 203	Egg Harbor Township	NJ	8234	856-816-5644	NJ : 1
Idelson & MacNeal	Jonathan & Ken	GDMH North Jersey LLC	100 Commons Way, Suite 240	Holmdel	NJ	7733	2679772892	NJ : 1
Dobbs	Keniqua & Max	Strive Wellness	239 Washington St	Jersey City	NJ	7302	757-572-7470	NJ : 1
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	2003 Lincoln Drive West, Suite D	Marlton	NJ	8053	484 362 8200	NJ : 1
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata	RKLSG LLC	140 Rt 17 North suite 102	Paramus	NJ	7652	8186138426	NJ : 1
Noonan	Ron	RyPat Fitness LLC	15 Commerce Blvd. Suite 100	Succasunna	NJ	7876	570-460-2074	NJ : 1
Cleary & Richards	Jacqueline & Chris	PMKJ Holdings, LLC	8 Breeze Knoll Dr	Westfield	NJ	7090	9084035111	NJ : 1
Cleary & Richards	Jacqueline & Chris	PMKJ Holdings, LLC	8 Breeze Knoll Dr	Westfield	NJ	7090	9084035111	NY : 1
Reyes	Rodney	GD ABQ, LLC	PO Box 13150	Las Cruces	NM	88013	5756364522	NM : 1
Witt	Dave	Witt Health LLC	2536 Scenic Crest Loop	Las Cruces	NM	88011	575-993-8389	NM : 1
Newman	Todd	Boost Logistics LLC	2285 Corporate Circle, Ste 140	Henderson	NV	89074	7028833850	NV : 1
Hataway	Michael	Dr Manhattan's Project LLC	609 Sierra Rose Dr Ste 3	Reno	NV	89521	7752002681	NV : 1
Kang & Malhotra	David & Saurabh	KMG Management Services LLC	418 Broadway St N	Albany	NY	12207	5623254123	NY : 1
Wozny & Driver	Tyler & Aaron	A and T Manhattan LLC	34 West 22nd Street	New York	NY	10010	4156581333	NY : 1
Smith	Jeffrey	Smith Services and	56 Helmsford Way	Penfield	NY	14526	716-698-9638	NY : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
		Management LLC						
Scharf	Jonathan	Scharf Health Solutions LLC	16 Katavalos Drive	Tomkins Cove	NY	10986	914-589-8867	NY : 1
Humphries, Nassar, & Valentine	Tom, Richard, & Jay	GD 585 LLC	494 Lake Road	Webster	NY	14580	6165402106	NY : 1
Akaway & Cady	Dan & Mendy	GD Management Services LLC	2 Crosfield Ave, Suite 420	West Nyack	NY	10994	619-873-5129	NY : 1
McClure & Stenzel	Matt & Bruce	Trident Medical	8201 Main Street, Suite 8	Williamsville	NY	14221	716-990-4677	NY : 1
Hays	Peter	Hays Health LLC	25700 Science Park Drive STE 365	Beachwood	OH	44122	4402410314	OH : 1
Sweet	D'Arcy	Yorkview Holdings, LLC	7626-B Paragon Road	Centerville	OH	45459	9374171809	OH : 1
LaPray & Gentry	Brian	LFHG Management Services LLC	10475 Reading Rd. Suite 201	Cincinnati	OH	45241	801-830-5491	OH : 1
Nibert	Ryan	RR Medical Management LLC	85 McNaughten Road Suite 100	Columbus	OH	43213	3042610072	OH : 1
Schembechler	Glenn & Megan	Jackbo, Inc	1335 Dublin Road, Columbus	Columbus	OH	43201	614-906-2583	OH : 1
Ziebro	Matt & Theresa	Z-Health Services	66 South Miller Rd, Suite 102	Fairlawn	OH	44333	440-487-6789	OH : 1
James & Pappas	Randy, Myca, & Zach	James Pappas Holding LLC	5536 Hilliard Rome Rd	Hilliard	OH	43026	614-893-9693	OH : 1
Kresevic & Corlett	Darrin & Franklyn	JMN Investments LLC	6200 Som Center Rd	Solon	OH	44139	216-906-6611	OH : 1
Marra	Todd	Tomad INC	3425 Executive Pkwy #107	Toledo	OH	43603	4192068589	OH : 1
Sikes	Michael & Harrison	MHS Healthcare LLC	2309 E Hills Dr	Moore	OK	73160	405-219-9606	OK : 1
Sikes	Michael & Harrison	MHS Healthcare LLC	2309 E Hills Dr	Moore	OK	73160	405-219-9606	TX : 1
Graham	Adam & Amanda	A Cubed Investments, Corp	5101 Gaillardia Corporate Place A-1	Oklahoma City	OK	73142	9183291133	OK : 1
Kennedy	TJ	Pacific Peak Management, Inc	2235 NW Shevlin Park Road, Suite 100	Bend	OR	97703	8012316673	OR : 1
Marina & Knoll	Adam & Brian	Prime Life Holdings LLC	8101 SW Nyberg St., #103	Tualatin	OR	97062	7023275402	OR : 1
Wagner	Robert & Pamela	T-Time for Men LLC	960 Margaret St	Allentown	PA	18103	4845532620	PA : 1



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Liberati & Frascella	Steve, Dave, & Larry	Harmonic Health Now LLC	350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470	NJ : 1
Liberati & Frascella	Steve, Dave, & Larry	Harmonic Health Now LLC	350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470	PA : 1
Althof	Jacob	Max Vitality Management LLC	5220 Maplewood Ct	Erie	PA	16506	8148820114	PA : 1
Roberts	Bill & Joie	Kerwin Enterprises LLC	80 W Welsh Pool Rd, Suite 200	Exton	PA	19341	6105136080	PA : 1
McCarthy	LucyAnn & Michael	Five Twenty-One Management LLC	30 Lacrue Ave Suite 204	Glen Mills	PA	19342	484-459-8440	PA : 1
Lentini	Frank & Leanne	Maverick6 Group Inc	845 Sir Thomas Court, Suite 6	Harrisburg	PA	17109	7179793689	PA : 1
Tomlinson	Andre	Healthcare Ambassadors	1725 Oregon Pike	Lancaster	PA	17601	813-380-4201	PA : 1
McCarthy	Michael & LucyAnn	Five Twenty-One Management	6 Evergreen Lane	Malvern	PA	19355	6103575749	DE : 1
Rochefort	John	A&M Holding Management LLC	5001 Louise Dr. Suite 302	Mechanicsburg	PA	17055	7174189422	PA : 1
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	280 Providence	Media	PA	19063	6105509133	PA : 1
Long	Guy	Primetime Longevity Inc	187 Sycamore Dr	Palmertown	PA	18071	570-688-8455	PA : 1
Pierce	Art	Vitruvian Man, LLC	11279 Perry HWY Suite 304	Wexford	PA	15090	412-855-6228	PA : 1
Driscoll	Jeff	Mamonk Health LLC	200 Midway Rd Ste 175	Cranston	RI	2920	949-395-0119	RI : 1
Holmes	Robert	RAH Investments, LLC	513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001	FL : 1
Holmes	Rob & Allen	RAH Investments, LLC	513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001	SC : 1
Floyd & Wilson	Robert & Dennis	RFD Holding LLC	115 Atrium Way Suite 125	Columbia	SC	29223	7042396924	SC : 1
Wilson & Floyd	Robert & Dennis	RFD Holding LLC	115 Atrium Way Suite 125	Columbia	SC	29223	7042396924	GA : 1
Tabor & Pinto	Michael & Jim	DAX23   MAC13   Scooter9	1365 Broadcloth St, suite 203	Fort Mill	SC	29715	704-502-3567	NC : 1
Tabor & Pinto	Michael & Jim	DAX23   MAC13   Scooter9	1365 Broadcloth St, suite 203	Fort Mill	SC	29715	704-502-3567	SC : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Chafin	Travis & Alicia	Southern Strategic LLC	225 Halton Rd, Ste B	Greenville	SC	29607	404-992-3111	SC : 1
Riggin, Olinger, & Kloman	Tyler, David, & Brian	Blue House ROK LLC	180 Wingo Way, Suite 104	Mount Pleasant	SC	29464	615-479-5855	SC : 1
Ange & Armstrong	Jason & Alan	GDMH Spartanburg LLC	775 Spartan Blvd.	Spartanburg	SC	29301	6028816624	NC : 1
Ange & Armstrong	Jason & Alan	GDMH Spartanburg LLC	775 Spartan Blvd.	Spartanburg	SC	29301	6028816624	SC : 1
Zeski	Jimmy & Brandie	Superior Health Services LLC	107 West 6th North Street, Suite 201	Summerville	SC	29483	843-621-1414	SC : 1
Krommendyk	Brad	Krommendyk Management, LLC	895 Cottonwood Lane Ste B	Dakatu Dunes	SD	57049	7124416564	SD : 1
Flagella & Trombetta	Nicholas & Troy	Game Day RC Mgmt Group, LLC	1301 W Omaha St	Omaha	SD	57701	3039289751	SD : 1
Jacot & Wolff	Jonny & Jerod	J2 Wellness LLC	4908 Rosa Parks Place	Sioux Falls	SD	57110	4028412864	AZ : 1
Jacot & Wolff	Jonny & Jerod	J2 Wellness LLC	4908 Rosa Parks Place	Sioux Falls	SD	57110	4028412864	MN : 1
Jacot & Wolff	Jonny & Jerod	J2 Wellness LLC	4908 E. Rosa Parks Pl	Sioux Falls	SD	57110	712-260-8170	SD : 1
Crawford	Jason & Autumn	AJ Crawford Investments Inc	6142 Shallowford Rd, Suite 102	Chattanooga	TN	37421	281-299-5257	TN : 1
Caruthers	Cory	3Hundred Health Corporation	112 Saundersville Rd, Suite B-200	Hendersonville	TN	37075	949-306-2690	TN : 1
Proveaux	Chad	Restorative LLC	419 Laurel Ridge Ln	Knoxville	TN	37922	8657739328	TN : 1
Goldstein	Chad	Goldstein Management Group LLC	4205 Hillsboro Pike, Suite 130	Nashville	TN	37215	4806882002	TN : 1
Crawford	Jason & Autumn	AJ Crawford Investments Inc	4163 Windtree Dr	Signal Mountain	TN	37377	281-299-5257	GA : 1
Massey	Stephanie & Kyle	MassTex Health LLC	5900 Balcones Dr	Austin	TX	78731	409-868-8552	TX : 1
Grabarkewitz & Flores	Clark & Carla	HiGearWellness LLC	101 Ammann Rd	Boerne	TX	78015	2103150708	TX : 1
Vasquez & Eymard	Ariel & Nicole	Elite Border Health LLC	3051 N. Indiana Ave	Brownsville	TX	78526	9566394040	TX : 1
Praczo	Thamas	N/A	13910 Conner Park Dr.	Cypress	TX	77429	713-582-7173	TX : 1
Matwijecky	Brian	WB Health INC	11661 Preston Road suite 124	Dallas	TX	75230	2142404680	TX : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Bates	Sam	BCG - GD Dallas 1, LLC	6301 Gaston Avenue, Suite 775	Dallas	TX	75214	9728557654	TX : 1
Placencio	Keith	Placencio Mens Health	7430 Remcon Circle, Bldg. A, #140	El Paso	TX	79923	575-993-1123	TX : 1
Stovesand	Alan & Kristen	DFW Health Management Services	410 S Henderson Street	Fort Worth	TX	76104	949-374-3412	TX : 1
Grewal	Tej	Hudson Health PLLC	1503 Blue Ridge Dr. STE 303	Georgetown	TX	78626	5128145554	TX : 1
Baxter & Hackel	David & Eirc	Forty Six Ten LLC	2321 Ira E Woods Ave Suite 200	Grapevine	TX	76051	817-504-6676	TX : 1
Ali	Ray	Rac Management & Services LLC	5707 Val Verde St. Unit C	Houston	TX	77057	2817016969	TX : 1
Gu	James	Lone Star Enterprise Management	17625 El Camino Real Suite 112	Houston	TX	77085	281.898.5625	TX : 1
Paul	Shawn	TXMSO2021 722	13325 Hargrave Road Suite 290	Houston	TX	77070	7137037405	TX : 1
Simon	Jarrett	Simon Consulting LLC	515 W 20th St	Houston	TX	77008	2817857786	TX : 1
Ashcraft	Glenn	Capital Mens Health 1	600 N Oakridge Dr	Hudson Oaks	TX	76087	8177989116	MD : 1
Khurana	Sandeep	Silber Surf LLC	300 Soapberry Circle	Irving	TX	75063	6303100201	TX : 1
Stovesand	Alan & Kristen	DFW Health Management Services	7301 N. State Highway, Suite 120	Irving	TX	75039	949-374-3412	TX : 1
Tareen	Ameena	AT ENT LLC	26717 Westheimer Pkwy suite 804	Katy	TX	77494	949-202-8048	TX : 1
Bhardwaj	Amit	True Health Managed Services LLC	3808 Venezia Way	Leander	TX	78641	512-920-4311	TX : 1
Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	2601 S Stemmons Fwy, Suite 110	Lewisville	TX	75067	4157283290	TX : 1
Rushing	Sommer & Joseph	Rushing TRT	7601 Canton Ave	Lubbock	TX	79423	806-548-2012	TX : 1
Yadugiri	Kripal	Wellmen Inc	3134 Currant Dr	Manvel	TX	77578	2105579072	TX : 1
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	1400 N Coit Road Suite 203	McKinney	TX	75071	515-240-1880	TX : 1
Moyer	Michael & Kristin	Titan Health Ventures, LLC	3323 Midland Dr. Ste 113	Midland	TX	79707	925-336-1560	TX : 1
Aslin	Paul	MPA Business Associates, Inc	13510 Red Bloom Circle	Mont Belvieu	TX	77535	8179808951	TX : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Le	Connie	ABJ Administrative Services LLC	24441 Tomball Parkway Suite 80	Northpointe	TX	77375	8324346683	TX : 1
Guinara	Angelia	GameDay Brookside Village LLC	3129 Kingsley Drive #1640	Pearland	TX	77584	832-859-9766	TX : 1
Gathmann	Aaron	Texvitale I LLC	3705 Lakeview Parkway, Suite 400	Rowlett	TX	75088	210-410-4283	TX : 1
Jones	Christopher	CDMK Healthcare Services LLC	250 E Basse Road, STE 208	San Antonio	TX	78209	210-687-5207	TX : 1
Lieb & Williams	Vern & Joseph	Lieb & Williams Enterprises, LLC	8418 Bluestone Bay	San Antonio	TX	78250	210-861-4655	TX : 1
Linke	Sebastian	Impactfit LLC	22610 US-281	San Antonio	TX	78258	760-305-3066	TX : 1
Zorrilla	Alan	Zoza Ventures LLC	14 Kings View	San Antonio	TX	78257	2108529372	TX : 1
Hernandez	Alfonso	XPLR Health San Marcos LLC	1340 Wonder World Dr, suite 104	San Marcos	TX	78744	2109841543	TX : 1
Hyde	John	Woofus GMH Denton, LLC	100 Regent Court	Southlake	TX	76092	8176834639	TX : 1
Allana	Shifa	Spring Tex Ventures LLC	23227 Gosling Rd Ste C	Spring	TX	77389	8325416399	TX : 1
Klunke	Jeff	JBK Healthcare Management Service, LLC	8019 Hertfordshire Circle	Spring	TX	77379	346-732-1700	TX : 1
Schreer	Heather	Wynn Forward, LLC	10800 Gosling Rd Unit 130564	Spring	TX	77373	832-724-9898	TX : 1
Le	Susan	ABJ Administrative Services LLC	24441 Tomball Parkway Ste 80	Tomball	TX	77375	8324771133	TX : 1
Osorio	Andrea & Alonso	PAX Performance LLC	212 Old Grande Blvd. Suite C-114	Tyler	TX	75703	813-210-4848	TX : 1
Benson	Jon & Joshua	GMDY Utah LLC	1275 E Fort Union Blvd	Cottonwood Heights	UT	84121	801-792-9749	UT : 1
Baguley	Mike & Jamie	GMDY Ventures, LLC	3098 West Executive Parkway, Suite 200	Lehi	UT	84043	801-792-9749	UT : 1
Alo	Lane & Stephanie	Alo Premier	2015 W Grove Parkway, Suite G	Pleasant Grove	UT	84062	8018975920	UT : 1
Bodine & Jackson	Jason & David	Wasatch Wellness	560 W 465 N, Ste 602	Providence	UT	84332	8013688148	ID : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
		Mens Health, LLC						
Bodine & Jackson	Jason & Dave	Wasatch Wellness Mens Health, LLC	560 West 465 North Ste. 604	Providence	UT	84332	801-368-8148	UT : 1
Frost	Jared	Frampbell LLC	945 Chambers St. Ste 2	South Ogden	UT	84403	702-807-3668	UT : 1
Morisi & Roth	Nicholas & Thomas	NMTR Solutions	20098 Ashbrook Place Suite 220	Ashburn	VA	20147	410-948-8441	VA : 1
Steinfatt	Teresa	TCT, LLC	630 Peter Jefferson Parkway, Suite 185	Charlottesville	VA	22911	804-363-3546	VA : 1
Carey	Marshall	Carey Collective Corp	7051 Heathcote Village Way, Suite 270	Gainesville	VA	20155	301-526-1613	VA : 1
Miller & Hallgren	Zach & Skyler	Cardinal Wellness	4401 Waterfront Dr. Suite 100	Glen Allen	VA	23060	610-763-4333	VA : 1
Kumar	Sujit	Mounith Healthcare & Wellness, LLC	9700 Capital Ct Ste 101	Manassas	VA	20110	6023638727	VA : 1
James	Ryan	Rungood Mojo LLC	7040 Doummar Dr	Norfolk	VA	23518	7577177926	VA : 1
Ashcraft	Glenn & Tara	Capital Mens Health 1	12005 Sunrise Valley Drive	Reston	VA	20191	817-798-9116	VA : 1
Fagan & Herring	Sean & Alexandra	FHVA Holdings, LLC	4714 A Starkey Rd	Roanoke	VA	24018	804-240-5439	VA : 1
Mueller	Jim & Bree	Mueller Clinics LLC	933 First Colonial Road STE 101	Virginia Beach	VA	23454	703-675-3717	VA : 1
Mueller	Jim & Bree	Mueller Clinics LLC	1933 Landstown Centre Way suite 320	Virginia Beach	VA	23456	703-675-3717	VA : 1
Coates	Douglas & Julie	Winchester Mens Health, Inc	3034 Valley Ave Ste 100	Winchester	VA	22601	7034794893	VA : 1
Coates	Douglas & Julie	Winchester Mens Health, Inc	3034 Valley Ave Ste 100	Winchester	VA	22601	7034794893	WV : 1
Welko	Bradley	Welko Business Ventures LLC	4351 W. College Ave. Ste. 130	Appleton	WI	54914	920-915-2821	WI : 1
Isherwood	Jennifer & Ryan	RBI Consulting LLC	524 Milwaukee Street, Suite 207	Delafield	WI	53018	4143801919	WI : 1
Hassan	Zubair	Pak Healthcare LLC	4509 S. 119th St	Greenfield	WI	53228	4148287593	WI : 1
Boshcka & Pfaff	Matt & Mitch	3 Rivers Men's Health LLC	1806 State Road 16	La Crosse	WI	54601	6083971855	WI : 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State
Swaab-Bloom	Julie	Bizzy, LLC	8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839	WI : 1
Vollmar	Don	Men's Health of Mequon, Inc	3970 N. Oakland Ave. Suite 302	Shorewood	WI	53211	262-402-8473	WI : 1
Tucker	John	Elite Ventures Health LLC	1531 Tennis Club Rd	Charleston	WV	25304	3045337134	WV : 1

**Former Franchisees:**

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

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Caputo	Joe	Rydel Management LLC	2401 E Katella Ave, Suite 525	Anaheim	CA	92806	213-723-0637



**EXHIBIT E**  
**FINANCIAL STATEMENTS**



## **Ream Franchise Group, LLC**

### **Financial Statements**

*As of December 31, 2024 and 2023*

*and for the years ended December 31, 2024, 2023 and 2022*



Ream Franchise Group, LLC

Financial Statements

As of December 31, 2024 and 2023  
and for the years ended December 31, 2024, 2023 and 2022

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## Independent Auditor's Report

To the Members  
Ream Franchise Group, LLC  
Carlsbad, California

### **Report on the Financial Statements**

#### ***Opinion***

We have audited the financial statements of Ream Franchise Group, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, changes in members' equity (deficit), and cash flows for the years ended December 31, 2024, 2023 and 2022, and related notes to the financial statements.

In our opinion, the accompanying financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations, changes in members' equity (deficit) and cash flows for the years ended December 31, 2024, 2023 and 2022 in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ream Franchise Group, 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 Ream Franchise Group, LLC's ability to continue as a going concern within one year from the date the financial statements are issued.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ream Franchise Group, 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 Ream Franchise Group, 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.

**A+G LLP**

Dallas, Texas  
April 30, 2025

**Balance Sheets**

As of December 31,	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 4,893,151	\$ 3,715,044
Restricted cash	210,572	55,762
Accounts receivable, net	563,259	682,194
Unbilled revenue	565,304	-
Prepaid expenses	49,268	65,003
Due from member	11,019	-
Due from affiliates	1,738,290	-
Rebate receivables	340,271	-
Deferred costs	1,223,533	568,257
Total current assets	9,594,667	5,086,260
Property and equipment, net	5,476	8,506
Operating lease right-of-use asset	249,594	319,111
Deferred costs, net	28,955,293	18,076,773
Other asset	7,942	7,942
<b>Total assets</b>	<b>\$ 38,812,972</b>	<b>\$ 23,498,592</b>
<b>Liabilities and Members' Equity (Deficit)</b>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 427,835	\$ 462,928
Brand development fund payable	235,954	65,788
Deferred revenue	1,353,854	658,826
Current portion of operating lease liability	70,244	64,828
Total current liabilities	2,087,887	1,252,370
Deferred revenue, net	35,759,545	23,765,696
Operating lease liability, net	197,718	267,962
Total liabilities	38,045,150	25,286,028
Members' equity (deficit)	767,822	(1,787,436)
<b>Total liabilities and members' equity (deficit)</b>	<b>\$ 38,812,972</b>	<b>\$ 23,498,592</b>

See accompanying notes and independent auditor's report.

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**Statements of Operations**

For the years ended December 31,	2024	2023	2022
<b>Revenues:</b>			
Franchise fee revenue	\$ 2,566,523	\$ 255,893	\$ 11,085
Royalty revenue	1,712,149	193,360	1,316
Brand development fund revenue	669,937	65,788	439
Digital marketing fee revenue	4,195,238	260,273	-
Rebate revenue	1,461,699	3,250	-
Other fee revenue	874,781	38,000	-
Other revenue	121,539	24,526	-
Total revenues	11,601,866	841,090	12,840
<b>General and administrative expenses:</b>			
Depreciation	1,374	293	-
Advertising and marketing	266,116	147,056	20,500
Brand development fund expense	669,937	65,788	-
Digital marketing expense	1,656,852	183,073	-
Commissions	1,030,504	132,990	-
Franchise development costs	348,390	574,864	-
Personnel cost	3,154,653	776,396	-
Professional fees	510,968	274,808	16,207
Operating lease costs	82,940	20,735	-
Other general and administrative expenses	1,475,871	212,978	57,040
Total general and administrative expenses	9,197,605	2,388,981	93,747
Income (loss) from operations	2,404,261	(1,547,891)	(80,907)
<b>Other expense</b>			
Interest expense	(13,503)	(2,838)	-
<b>Net income (loss)</b>	<b>\$ 2,390,758</b>	<b>\$ (1,550,729)</b>	<b>\$ (80,907)</b>

See accompanying notes and independent auditor's report.

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**Ream Franchise Group, LLC**

<b>Statements of Changes in Members' Equity (Deficit)</b>			
For the years ended December 31,	<b>2024</b>	2023	2022
Balance at beginning of year	\$ (1,787,436)	\$ 13,293	\$ 24,200
Net income (loss)	2,390,758	(1,550,729)	(80,907)
Contributions from members	1,300,000	-	70,000
Distributions to members	(1,135,500)	(250,000)	-
<b>Balance at end of year</b>	<b>\$ 767,822</b>	<b>\$ (1,787,436)</b>	<b>\$ 13,293</b>

See accompanying notes and independent auditor's report.

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**Statements of Cash Flows**

For the years ended December 31,	2024	2023	2022
<b>Operating Activities</b>			
Net income (loss)	\$ 2,390,758	\$ (1,550,729)	\$ (80,907)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	1,374	293	-
Provision for credit losses	98,500	-	491
Non-cash operating lease costs	4,689	13,679	-
Changes in operating assets and liabilities:			
Restricted cash	(154,810)	(55,762)	-
Accounts receivable	20,435	(680,931)	(1,754)
Unbilled revenue	(565,304)	-	-
Prepaid expense	15,735	(59,838)	(5,165)
Other receivables	(340,271)	-	-
Deferred cost	(11,533,796)	(18,645,030)	-
Other asset	-	(7,942)	-
Accounts payable and accrued expenses	(35,093)	462,928	(800)
Brand development fund payable	170,166	65,788	-
Deferred revenue	12,688,877	24,310,607	113,915
Net cash provided by operating activities	2,761,260	3,853,063	25,780
<b>Investing Activities</b>			
Purchase of property and equipment	1,656	(8,799)	-
Net cash provided (used) by investing activities	1,656	(8,799)	-
<b>Financing Activities</b>			
Net advances to member	(11,019)	-	-
Net advances to affiliates	(1,738,290)	-	-
Contributions from members	1,300,000	-	70,000
Distributions to members	(1,135,500)	(250,000)	-
Net cash provided (used) by financing activities	(1,584,809)	(250,000)	70,000
Net increase in cash and cash equivalents	1,178,107	3,594,264	95,780
Cash and cash equivalents, beginning of year	3,715,044	120,780	25,000
Cash and cash equivalents, end of year	\$ 4,893,151	\$ 3,715,044	\$ 120,780
<b>Supplemental Disclosure of Cash Flow Information</b>			
Interest paid	\$ 13,503	\$ 2,838	\$ -

See accompanying notes and independent auditor's report.

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NOTES TO FINANCIAL STATEMENTS

**1. Organization and Operations**

**Description of Business**

Ream Franchise Group, LLC, a California limited liability company, was formed on October 26, 2021 (“Inception”) and is located in Carlsbad, California. References in these financial statement footnotes to “Company”, “we”, and “us” and “our” refer to the business of Ream Franchise Group, LLC.

The Company is a limited liability company, and therefore, the members are 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.

The Company grants franchises for the establishment and operation of clinics under the “Gameday Men’s Health.” that offer healthcare services and other products for men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, prescriptions, and similar non-critical healthcare services, goods, and medications (“Clinic”). ZCB Works, LLC, an affiliate of the company, licensed the trademarks relating to the franchise system to the Company under a license agreement (the “License”) which initial term expires in December 2041 and may be automatically renewed for two additional ten year terms. The License grants the Company the right to use these trademarks for licensing them to franchisees of the Company in the United States.

The table below reflects the status and changes in franchised outlets and affiliate-owned outlets for the years ended December 31, 2024 and 2023 and 2022.

**Franchised Outlets**

<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	<u>Closed or Ceased Operations – Other reasons</u>	<u>End of Year</u>
2022	0	1	0	1
2023	1	14	0	15
2024	15	243	1	257

**Affiliate-owned Outlets**

<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	<u>Closed or Ceased Operations – Other reasons</u>	<u>End of Year</u>
2022	3	0	0	3
2023	3	1	0	4
2024	4	1	0	5

**Going Concern**

Management has evaluated our ability to continue as a going concern as of December 31, 2024. Due to the positive income and cash flows from operations for the year ended December 31, 2024, we have concluded that there is not significant doubt about our ability to continue as a going concern.

**2. Significant Accounting Policies**

**Basis of Accounting**

The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

See independent auditor’s report



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NOTES TO FINANCIAL STATEMENTS

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**2. Significant Accounting Policies (continued)**

**Use of Estimates**

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses and useful lives for depreciation of long-lived assets. Actual results could differ from those estimates.

**Comparative Financial Statements**

Certain prior period amounts have been reclassified to conform to current year presentation.

**Fair Value Measurements**

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, restricted cash, accounts receivable, and accounts payable and accrued expenses. The carrying values of cash and cash equivalents, restricted cash, accounts receivable and accounts payable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

**Level 1:** Quoted market prices in active markets for identical assets and liabilities.

**Level 2:** Observable market-based inputs or unobservable inputs that are corroborated by market data.

**Level 3:** Unobservable inputs that are not corroborated by market data

Non-recurring fair value measurements include the assessment of property and equipment for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

**Cash and Cash Equivalents**

For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

**Restricted Cash**

Restricted cash consists of funds related to the Brand Development Fund. Funds collected by the Company for the Brand Development Fund are maintained in a separate restricted cash account to cover the expenditures required to be made under the Brand Development program and are not available to be used for the normal recurring operations of the Company.

NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)**

**Accounts Receivable**

Accounts receivable consists of franchise fee revenue, digital marketing fee revenue and other revenue due from franchisees and are stated at the amount the Company expects to collect. The Company maintains allowances for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balance over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to an allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses.

**Deferred costs**

The Company capitalizes incremental contract costs associated with obtaining franchise contracts and area development rider agreements ("ADA") which include broker fees, sales commissions and general fees that would not have been incurred had the franchise sale not occurred. In the case of incremental contract costs related to ADAs for which no signed franchise agreement has been received, such costs are deferred until the signed franchise agreement is received. These balances are reported as deferred costs on the balance sheets and are amortized over the term of the related franchise agreements. Amortization is included as commissions in the statements of operations.

**Property and Equipment**

Property and equipment is stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the following estimated useful lives of the respective asset:

	<u>Estimated Useful Life</u>
Office furniture	5 Years

Maintenance and repair costs are expensed in the period incurred. Expenditures for purchases and improvements that extend the useful lives of property and equipment are capitalized.

**Impairment of Long-Lived Assets**

The Company assesses potential impairment of its long-lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that the Company considers important which could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the strategy for the Company's overall business, and significant industry or economic trends. When the Company determines that the carrying value of the long-lived assets may not be recoverable based upon the existence of one or more of the above indicators, the Company determines the recoverability by comparing the carrying amount of the asset to net future undiscounted cash flows that the asset is expected to generate. If the carrying value is not recoverable, an impairment is recognized in the amount by which the carrying amount exceeds the fair value of the asset. During the years ended December 31, 2024, 2023 and 2022, no impairment charges were recognized related to long-lived assets.

## NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)****Revenue Recognition****Franchise fee revenue**

The Company recognizes revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s), continuing royalty and other fees on a monthly basis based upon a percentage of franchisees gross sales. A franchise agreement establishes a Clinic developed in one defined geographic area and provides for a 10-year initial term with the option to renew for two additional 5-year term. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee. The new franchisee will then sign a new franchise agreement and is required to pay a transfer fee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as training, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight-line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the transfer agreement. ADAs 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.

**Royalty revenue**

Royalty revenue from Clinics is waived for the first two months of operation and then the greater of six percent of Clinic's gross revenue or the minimum royalty. Royalty revenue is recognized during the respective franchise agreement as earned each period as the underlying Clinics sales occur.

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See independent auditor's report

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NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)**

**Revenue Recognition (continued)**

**Brand development fund revenue**

The Company maintains a brand development fund to promote general brand recognition of the franchise system Marks, services and increase patronage of the Clinics. Funds are collected from franchisees based on an agreed-upon percentage of franchisee's monthly gross revenue and used to pay costs of, or associated with, conducting market research, preparing advertising, promotion, and marketing materials, and costs to administer the brand fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company acts as the principal as it is primarily responsible for the fulfillment and control of the marketing services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statements of operations. When brand development fund revenue exceeds the related brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of the brand development fund revenue recognized. Brand development fund revenue is contributed based on two percent of Clinics' gross revenue and is recognized as earned.

**Digital marketing fee revenue**

The Clinics are required to pay a monthly fee to provide or procure digital marketing services for the clinics beginning three months before the scheduled opening date. Digital marketing fee revenue is currently charged at \$1,750 to \$2,500 monthly and is subject to increase up to 20% in each calendar year and is recognized as earned.

**Rebate revenue**

The Company receives supplier rebates based on purchases from preferred vendors by its franchisees and records income when such rebates are earned and collection is probable.

**Other fee revenue**

Other revenue consists of training fees and tech fees. These fees are recognized as earned.

**Other revenue**

Other revenue consists of referral fees, conference fees and other revenue. This revenue is recognized as earned.

**Advertising and marketing**

All costs associated with advertising and marketing are expensed in the period incurred.

**Deferred Compensation**

Awards of phantom units are accounted for as a liability under The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 718, Compensation – Stock Compensation. ASC 718 requires changes in the fair value of our liability to be recognized as compensation cost over the requisite service period for the percentage of requisite service rendered each period. Changes in the fair value of the liability that occur after the requisite service period are recognized as compensation cost during the period in which the changes occur. We remeasure the liability for the outstanding awards at the end of each reporting period as provided by the Phantom Plan and the compensation cost is based on the change in fair value for each reporting period.

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NOTES TO FINANCIAL STATEMENTS

**2. Significant Accounting Policies (continued)**

**Leases**

The company accounts for leases under ASC 842. Lease arrangements are determined at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the balance sheet. Operating leases with the terms greater than 12 months are included in operating lease right-of-use ("ROU") asset, operating lease liability and long-term operating lease liability on the balance sheet. Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Lease terms include the noncancelable portion of the underlying lease with any reasonably certain lease periods associated with available renewal periods, termination options and purchase options. The Company uses the risk-free rate when the rate implicit in the lease is not readily determinable at the commencement date in determining the present value of lease payments. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

**Income Taxes**

The Company is taxed as a Partnership for federal income tax purposes. Consequently, federal income taxes are not provided for or payable by the Company. The Company's net income or loss is allocated to the members who are taxed individually on their share of the Company's earnings. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company is subject to examination for all years since Inception.

In accordance with FASB ASC 740-10, Income Taxes, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2024 and December 31, 2023.

**Recent Accounting Pronouncements**

We reviewed significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

**Subsequent Events**

In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent events through April 30, 2025, 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.

## NOTES TO FINANCIAL STATEMENTS

**3. Revenue and Related Contract Balances****Disaggregation of Revenue**

The following table disaggregates revenue by source for the years ended December 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<b>Point in time:</b>			
Franchise fee revenue	\$ 1,422,701	\$ 73,400	\$ 5,000
Royalty revenue	1,712,149	193,360	1,316
Brand development fund revenue	669,937	65,788	439
Digital marketing fee revenue	4,195,238	260,273	-
Rebate revenue	1,461,699	3,250	-
Other fee revenue	874,781	38,000	-
Other revenue	121,539	24,526	-
Total point in time	<u>\$ 10,458,044</u>	<u>\$ 658,597</u>	<u>\$ 6,755</u>
<b>Over time:</b>			
Franchise fee revenue	1,143,822	182,493	6,085
Total revenues	<u>\$ 11,601,866</u>	<u>\$ 841,090</u>	<u>\$ 12,840</u>

**Contract Assets**

Contract assets consist of unbilled revenue. Unbilled revenue consists of royalties and brand development fund revenue for which a billing has not yet occurred.

**Contract Costs**

Contract costs consist of deferred costs resulting from broker fees and commissions incurred when the franchise rights are sold to franchisees. The Company classifies these contract assets as deferred costs on the balance sheets. The following table reflects the change in contract assets for the years ended December 31:

	<u>2024</u>	<u>2023</u>
Deferred costs – beginning of year	\$ 18,645,030	\$ -
Expense recognized during the year	(1,030,504)	(132,990)
New deferrals	12,564,300	18,778,020
Deferred costs – end of year	<u>\$ 30,178,826</u>	<u>\$ 18,645,030</u>

**Contract Costs (continued)**

The following table illustrates estimated expenses expected to be recognized over the remaining term of the associated franchise agreements as of December 31, 2024:

2025	\$ 1,223,533
2026	1,223,533
2027	1,223,533
2028	1,210,853
2029	1,210,853
Thereafter	24,086,521
Total	<u>\$ 30,178,826</u>

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## NOTES TO FINANCIAL STATEMENTS

**3. Revenue and Related Contract Balances (continued)****Contract Liabilities**

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended December 31:

	<u>2024</u>	<u>2023</u>
Deferred revenue – beginning of year	\$ 24,424,522	\$ 318,915
Revenue recognized during the year	(2,566,523)	(255,893)
New deferrals	15,255,400	24,361,500
Deferred revenue – end of year	<u>\$ 37,113,399</u>	<u>\$ 24,424,522</u>

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2024:

2025	\$ 1,353,854
2026	1,353,854
2027	1,353,854
2028	1,353,854
2029	1,353,854
Thereafter	30,344,129
Total	<u>\$ 37,113,399</u>

**4. Certain Significant Risks and Uncertainties**

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

**5. Accounts Receivable**

Accounts receivable consisted of the following at December 31:

	<u>2024</u>	<u>2023</u>
Accounts receivable	\$ 636,759	\$ 682,685
Less: allowance for credit losses	(73,500)	(491)
Accounts receivable, net	<u>\$ 563,259</u>	<u>\$ 682,194</u>

For the years ended December 31, 2024, 2023 and 2022, credit loss expense was \$98,500, \$0 and \$491, respectively.

The allowance for credit losses activity was as follows:

	<u>2024</u>	<u>2023</u>
Balance, beginning of year	\$ 491	\$ 491
Provision for credit losses	98,500	-
Write-offs, net of recoveries	(25,491)	-
Balance, end of year	<u>\$ 73,500</u>	<u>\$ 491</u>

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## NOTES TO FINANCIAL STATEMENTS

**6. Property and Equipment**

The major classes of property and equipment consisted of the following at December 31:

	2024	2023
Office furniture	\$ 7,144	\$ 8,799
Less: accumulated depreciation	(1,667)	(293)
Property and equipment, net	<u>\$ 5,476</u>	<u>\$ 8,506</u>

For the years ended December 31, 2024, 2023 and 2022, depreciation expense was \$1,374, \$293 and \$0, respectively.

**7. Leases**

In September 2023, the Company entered in to an operating lease agreement for the lease of general office, administrative and training space. The lease expires in March 2028.

Operating lease costs for the years ended December 31, 2024 and 2023 was as follows:

	2024	2023
Operating lease costs	\$ 82,940	\$ 20,735

Supplemental cash flow information related to operating lease for the years ended December 31, 2024 and 2023:

	2024	2023
<b>Operating cash flow information:</b>		
Cash paid for amounts included in the measurement of lease liabilities	\$ 78,251	\$ 7,056
<b>Non-cash activity:</b>		
Right-of-use asset obtained in exchange for new operating lease liability	\$ -	\$ 336,155

The weighted average lease terms and discount rate information related to operating leases was as follows:

	2024	2023
Weighted average remaining lease term of operating leases	3.25 years	4.25 years
Weighted average discount rate of operating leases	4.47%	4.47%

The future maturities of operating lease liabilities as of December 31, 2023 was as follows:

2025	\$ 80,381
2026	90,502
2027	93,217
2028	23,825
Total future minimum lease payments	<u>287,925</u>
Less: imputed interest	(19,963)
Total lease liabilities	<u>\$ 267,962</u>

See independent auditor's report

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NOTES TO FINANCIAL STATEMENTS

**8. Related Party Transactions**

**Transactions with Member**

As of December 31, 2024 and 2023, the Company had an amount due of \$11,019 and \$0, respectively, from its majority member, Gameday Health Management, LLC.

**Transactions with Affiliates**

As of December 31, 2024 and 2023, the Company had an amount due of \$1,738,290 and \$0, respectively, from affiliates in which the Company's members and their related parties have ownership.

**9. Member's Equity (Deficit)**

At December 31, 2022, the authorized capital of the Company consisted of 100 shares of membership units comprising 70 shares of Class A units and 30 shares of Class B units. Class A and B membership interests include such Member's rights to receive that Member's distributive share of Company assets and items of Company income, gain, loss, and deduction, receive any and all other benefits due to a Member under the operating agreement. Under the operating agreement Class A membership units have voting rights, Class B membership units do not have voting rights.

Effective June 1, 2023, the majority member acquired the outstanding Class B units from the minority member becoming the sole member of the Company. In connection with this acquisition, the membership units of both, the Class A and Class B units, were canceled, with ownership recognized solely as a percentage of interest. At December 31, 2023, Gameday Health Management, LLC owned 100 percent of the membership interest in the Company.

Effective June 3, 2024, the Company assigned and transferred 20 percent of the membership interest to two minority members. At December 31, 2024, Gameday Health Management, LLC owned 80 percent of the membership interest, and minority members owned 20 percent of the membership interest.

**10. Deferred Compensation**

In December 2023, our member approved and the Company adopted the Ream Franchise Group, LLC Phantom Equity Plan (the "Phantom Plan"). Under the Phantom Plan, five shares of phantom units may be awarded. Each phantom unit represents a contractual right to receive cash payments based on the net sales proceeds from either (i) a change in the ownership or control of the Company effected through a transaction or series of related transactions whereby any person or entity or group, other than an affiliate, directly or indirectly acquires beneficial ownership of equity possessing more than fifty percent (50%) of the total combined voting power of the equity outstanding immediately after such acquisition; or (ii) the sale or conveyance of all or substantially all of the assets of the Company to a person, entity, or group who is not an affiliate ("Liquidity Event"). The existence of a Liquidity Event will be determined in the sole reasonable discretion of the Company. Participants in the Phantom Plan are entitled to receive amounts due on vested shares on the within 45 days from Liquidity Event. Upon such payment, all of the participant's vested and unvested phantom units shall terminate, and the participants shall relinquish any further entitlements related to the phantom units.

In December 2023, the Company granted two and half phantom units, which were unvested as of the grant date and shall vest as to 20 percent of the total number of phantom units on each of the first five anniversaries of the grant date. In January 2024, the Company granted an additional two and half phantom units, which were fully vested as of the grant date per the phantom unit award agreement. If the participants services are terminated for cause, all vested phantom units held by the participants will be forfeited and cancelled without payment.

See independent auditor's report

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NOTES TO FINANCIAL STATEMENTS

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**10. Deferred Compensation (continued)**

At December 31, 2024 and 2023, 5 and 2.5 phantom units had been granted, respectively. At December 31, 2024 and 2023, 3 and 0 phantom units were vested, respectively. At December 31, 2024 and 2023, and 2 and 2.5 phantom units remained unvested, respectively.

**11. Commitments and Contingencies**

**Litigation**

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of the management, all matters are of such nature, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

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See independent auditor's report

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**EXHIBIT F**

**STATE ADDENDA AND AGREEMENT RIDERS**



## STATE ADDENDA AND AGREEMENT RIDERS

### ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR REAM FRANCHISE GROUP, LLC d/b/a GAMEDAY MEN'S HEALTH

The following modifications are made to the Ream Franchise Group d/b/a Gameday Men's Health ("Franchisor," "us," "we," or "our") Franchise Disclosure Document ("FDD") given to franchisee ("Franchisee," "you," or "your") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated \_\_\_\_\_, 20\_\_ ("Franchise Agreement"). When the term "Franchisor's Choice of Law State" is used, it means the laws of the state where Franchisee's Gameday franchise is located. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

#### **CALIFORNIA**

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

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

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

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



The Franchise Agreement and Area Development Agreement require the application of the law of the State of where the franchisee's business is located. This provision may not be enforceable under California law.

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

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

Item 1 is revised to add the following language under the section titled "**Competition and Laws Affecting the Business**": California law (Bus. & Prof. Code § 2400) prohibits corporations or similar business entities from owning a Clinic. See also the California Confidentiality of Medical Information Act at California Civil Code §§ 56.10 – 56.16, that protects the privacy of a Patient's medical information. The Medical Board of California may have other regulations as well. See generally, California Business & Professional Code Division 2, §§ 500 through 4,999.129.

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

The Franchise Agreement contains, and if applicable, the Area Development Agreement may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

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

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

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

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

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



## Posting of Surety Bond

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond, which must remain in effect until all of our obligations to outstanding franchisees are fulfilled. The surety bond is in the amount of \$2,000,000 with Nationwide Mutual Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

## HAWAII

The following is added to the Cover Page:

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

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

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

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

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

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



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

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

1. States in which this proposed registration is effective are listed in Exhibit I of the FDD on the page entitled, "State Effective Dates."
2. States which have refused, by order or otherwise, to register these Franchises are:  
None
3. States which have revoked or suspended the right to offer the Franchises are:  
None
4. States in which the proposed registration of these Franchises has been withdrawn are:  
None

#### Fee Deferral

Items 5 and 7 of the FDD and Section 3.1 of the Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

#### ILLINOIS

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

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

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



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

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

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

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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

#### Posting of Surety Bond

Items 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Illinois Attorney General’s Office to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Illinois Attorney General’s Office has imposed the bond requirement due to our financial condition.

**See the last page of this Exhibit F for your required signature.**

#### INDIANA

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

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

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

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



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

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

No competing business for two years within the Exclusive Territory.

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

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

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

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

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

Indiana law applies to disputes covered by Indiana franchise laws; otherwise California State law applies.

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

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor’s Choice of Law State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

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

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

## **IOWA**

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

The following language will be added to the Franchise Agreement:

### **NOTICE OF CANCELLATION**

\_\_\_\_\_ (enter date of transaction)

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the third business day after the Effective Date.



I hereby cancel this transaction.

Franchisee: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **MARYLAND**

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

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

Representations in the Franchise Agreement and Area Development Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

### **Surety Bond**

Items 5 and 7 of the Franchise Disclosure Document, the Franchise Agreement and the Area Development Agreement are revised to state: Pursuant to COMAR 02.02.08.08.F, we posted a surety bond in an amount required by the Securities Commissioner of the Office of the Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.



## **MICHIGAN**

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

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

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



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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

## **MINNESOTA**

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

1. The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement are revised to state only the "MSO Model" will be offered in the State of Minnesota and the "Direct Clinic Ownership" or "DCO Model" will not be offered.
2. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.



3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
4. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
5. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
6. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
7. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
8. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
10. The following risk factors are added to the Special Risks About This Franchise page:

**Corporate Practice of Medicine.** Minnesota has adopted the corporate practice of medicine doctrine, which prohibits corporations other than professional associations and non-profit corporations from practicing medicine. The MSO model franchise may be at risk of being found in violation of the corporate practice of medicine doctrine in Minnesota, which could result in the loss of a franchisee's investment. Prospective franchisees should consult an attorney experienced in this area of Minnesota law prior to signing an agreement to ensure that the franchise relationship and operation will not violate Minnesota law.



**Third-Party Performance.** The MSO model involves a special risk in that performance of the required services is dependent on a third-party.

11. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.
12. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.
13. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.
14. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
15. Posting of Surety Bond: Items 5, 7 and 21 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Minnesota Department of Commerce to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Minnesota Department of Commerce has imposed the bond requirement due to our financial condition.
16. Item 6 of the FDD and Section 3.6(b) of the Franchise Agreement is hereby amended to limit the Late Fee to \$30 per occurrence pursuant to Minnesota Statute 604.113.

## **NEW YORK**

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

## **NORTH DAKOTA**

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

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

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v)), the Franchise Agreement (including Article 16.4), and Area Development Agreement (including Article 17) relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Article 16.8 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state the statute of limitations under North Dakota law will apply.

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

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

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



Item 17(r) of the FDD and Section 15 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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

Surety Bond

We have posted a surety bond in an amount required by the North Dakota Securities Department to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

OHIO

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

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

Initials \_\_\_\_\_ Date \_\_\_\_\_

NOTICE OF CANCELLATION

\_\_\_\_\_ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the fifth business day after the Effective Date.



I hereby cancel this transaction.

Franchisee:

Date: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

### **RHODE ISLAND**

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

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

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

### **SOUTH DAKOTA**

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

### **VIRGINIA**

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

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”



In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Ream Franchise Group, LLC d/b/a Gameday Men's Health for use in the Commonwealth of Virginia shall be amended as follows:

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

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

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

#### Fee Deferral

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

#### WISCONSIN

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

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

*(Signatures on following page)*



**APPLICABLE ADDENDA**

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

- |                          |            |                          |              |                          |              |
|--------------------------|------------|--------------------------|--------------|--------------------------|--------------|
| <input type="checkbox"/> | California | <input type="checkbox"/> | Michigan     | <input type="checkbox"/> | Rhode Island |
| <input type="checkbox"/> | Hawaii     | <input type="checkbox"/> | Minnesota    | <input type="checkbox"/> | South Dakota |
| <input type="checkbox"/> | Illinois   | <input type="checkbox"/> | New York     | <input type="checkbox"/> | Virginia     |
| <input type="checkbox"/> | Iowa       | <input type="checkbox"/> | North Dakota | <input type="checkbox"/> | Washington   |
| <input type="checkbox"/> | Indiana    | <input type="checkbox"/> | Ohio         | <input type="checkbox"/> | Wisconsin    |
| <input type="checkbox"/> | Maryland   |                          |              |                          |              |

Dated: \_\_\_\_\_, 20\_\_\_\_

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC  
d/b/a GAMEDAY MEN’S HEALTH

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

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

**FRANCHISEE:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

Rev. 071823



## **EXHIBIT G**

### **CONTRACTS FOR USE WITH THE GAMEDAY MEN'S HEALTH FRANCHISE**

The following contracts contained in Exhibit G are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Gameday Men's Health Business. The following are the forms of contracts that Ream Franchise Group, LLC d/b/a Gameday Men's Health uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.



## EXHIBIT G-1

### REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE

#### SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Ream Franchise Group, LLC d/b/a Gameday Men’s Health, a California limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

**1. Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Gameday Men’s Health Business*” means a clinic providing men’s health services and other related products and services using our Intellectual Property that is operated and/or managed by Franchisee..

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Gameday Men’s Health franchisees to use, sell, or display in connection with the marketing and/or operation of a Gameday Men’s Health Business, whether now in existence or created in the future.

“*Franchisee*” means the Gameday Men’s Health franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Gameday Men’s Health Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Gameday Men’s Health Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Gameday Men’s Health Business, including “GAMEDAY MEN’S HEALTH and any other trademarks, service marks, or trade names that we designate for use by a Gameday Men’s Health Business. The term “Marks” also includes any distinctive trade dress used to identify a Gameday Men’s Health Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of a Gameday Men’s Health Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

**2. Background.** You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

**3. Know-How and Intellectual Property: Nondisclosure and Ownership.** You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the



Gameday Men's Health Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Ream Franchise Group, LLC d/b/a Gameday Men's Health. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

**4. Immediate Family Members.** You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

**5. Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

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

#### **7. Miscellaneous.**

a. Although this Agreement is entered into in favor of Ream Franchise Group, LLC d/b/a Gameday Men's Health, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.



b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of the state where your clinic is located, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Rev. 032916



**EXHIBIT G-2**

**REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE**

**SAMPLE APPROVAL OF REQUESTED ASSIGNMENT**

This Approval of Requested Assignment (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Ream Franchise Group, LLC d/b/a Gameday Men’s Health (“**Franchisor**”), a California limited liability company, \_\_\_\_\_ (“**Former Franchisee**”), the undersigned owners of Former Franchisee (“**Owners**”) and \_\_\_\_\_, a/an \_\_\_\_\_ (“**New Franchisee**”).

**RECITALS**

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated \_\_\_\_\_, 20\_\_\_\_ (“**Former Franchise Agreement**”), in which Franchisor granted Former Franchisee the right to operate a Gameday Men’s Health franchise located at \_\_\_\_\_ (“**Franchised Business**”); and

WHEREAS, Former Franchisee desires to assign (“**Requested Assignment**”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor’s current form of franchise agreement together with all exhibits and attachments thereto (“**New Franchise Agreement**”), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“**Franchisor’s Assignment Fee**”).
2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing the New Franchise Agreement pursuant to Section 5 of this Agreement.
3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.
4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee’s rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New



Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Gameday Men's Health franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state where the Franchised Business is located.

*(Signatures on following page)*



**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

**FRANCHISOR:**

REAM FRANCHISE GROUP, LLC  
d/b/a GAMEDAY MEN'S HEALTH

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

**FORMER FRANCHISEE:**

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

**NEW FRANCHISEE:**

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

Rev. 031821



**EXHIBIT G-3**

**REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE**

**SAMPLE AMENDMENT FOR ADDITIONAL DEVELOPMENT**

This Amendment (“**Amendment**”) to Area Development Agreement is made and entered into on \_\_\_\_\_ by and between Ream Franchise Group, LLC, a California limited liability company (“**Franchisor**”), [Area Developer], [entity type and state] (“**Area Developer**”) and the undersigned owners of Area Developer (“**Owners**”).

**RECITALS**

A. Franchisor and Area Developer entered into that certain area development agreement on [date of ADA], to develop certain portions of [description of development area], as described in Attachment A thereto, (including all attachments and exhibits thereto, the “**AD Agreement**”).

B. Area Developer has requested that it be allowed to develop [#] additional Gameday Men’s Health Businesses and modify the Development Schedule under the AD Agreement [and Franchisor desires to consent to modifying the Development Territory] subject to the terms of this Amendment.

C. Capitalized terms not defined in this Amendment shall have the meanings set forth in the AD Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **RECITALS**. The Recitals set forth above are restated as if fully set forth herein.
2. **AMENDED DEVELOPMENT TERRITORY**. The Development Territory set forth in Section 3 of Attachment A of the AD Agreement is (check one):

\_\_\_\_\_ not amended and remains as set forth in the AD Agreement.  
\_\_\_\_\_ hereby amended and restated as follows:

[New Description of Development Territory]

3. **DEVELOPMENT FEE**. The Development Fee set forth in Section 4 of Attachment A of the AD Agreement is hereby amended to reflect that Area Developer will be developing an additional [number] Gameday Men’s Health Businesses, resulting in an additional Development Fee of \$[X] which amount shall be paid to Franchisor by Area Developer upon execution of this Amendment.

4. **DEVELOPMENT SCHEDULE**. Franchisor and Area Developer acknowledge and agree that the Development Schedule set forth in this Section shall apply to the development a total of \_\_\_\_\_



Gameday Men’s Health Franchises. The Development Schedule set forth in Section 3 of Attachment B of the AD Agreement is hereby amended and restated as follows:

Gameday Men’s Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

5. **ACKNOWLEDGEMENTS.** The modifications to the AD Agreement set forth in this Amendment are being made at the request of Area Developer and are entered into by Area Developer freely and voluntarily. Area Developer acknowledges and agrees that the modifications set forth in this Amendment are being made at the request of Area Developer and were not solicited by Franchisor. In addition, Area Developer acknowledges and agrees that the modifications set forth in this Amendment do not substantially impact or adversely impact Area Developer’s rights, benefits, privileges, duties, obligations or responsibilities under the AD Agreement.

6. **RIGHTS PERSONAL.** The rights granted to Area Developer under this Amendment have been agreed to by Franchisor based on Area Developer’s owners’ personal skills, experience and qualifications and they are not renewable or assignable by Area Developer to any third party under any circumstances.

7. **FURTHER ASSURANCE.** Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Amendment.

8. **REAFFIRMATION.** Except as specifically modified by this Amendment, all of the terms and conditions of the AD Agreement (including provisions for notice, construction and dispute resolution) are reaffirmed in their entirety.

9. **NO FURTHER CHANGES.** Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the AD Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the AD Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Franchisor and Area Developer have executed this Amendment as of the date first appearing above.



**REAM FRANCHISE GROUP, LLC,**  
a California limited liability company

**AREA DEVELOPER:**

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

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

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

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

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

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



**EXHIBIT H**

**FRANCHISE DISCLOSURE QUESTIONNAIRE**



## FRANCHISE DISCLOSURE QUESTIONNAIRE

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

**(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)**

As you know, Ream Franchise Group, LLC d/b/a Gameday Men's Health ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Gameday Men's Health franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1.      Yes\_\_ No\_\_      Have you received and personally reviewed the Franchise Agreement and each attachment or exhibit attached to it that we provided?
  
2.      Yes\_\_ No\_\_      Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
  
3.      Yes\_\_ No\_\_      Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
  
4.      Yes\_\_ No\_\_      Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
  
5.      Yes\_\_ No\_\_      Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
  
6.      Yes\_\_ No\_\_      Have you had the opportunity to discuss the benefits and risks of developing and operating a Gameday Men's Health Franchise with an existing Gameday Men's Health franchisee?
  
7.      Yes\_\_ No\_\_      Do you understand the risks of developing and operating a Gameday Men's Health Franchise?
  
8.      Yes\_\_ No\_\_      Do you understand the success or failure of your Gameday Men's Health will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
  
9.      Yes\_\_ No\_\_      Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in California, if not resolved informally or by mediation (subject to state law)?



10. Yes\_\_ No\_\_ Do you understand that you must satisfactorily complete the initial training program before we will allow your Gameday Men’s Health Franchise to open or consent to a transfer of the Gameday Men’s Health Franchise to you?
11. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Gameday Men’s Health Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Gameday Men’s Health Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes\_\_ No\_\_ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Gameday Men’s Health Franchise?
15. Yes\_\_ No\_\_ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

Rev. 071823

**EXHIBIT I**

**STATE EFFECTIVE DATES**



## State Effective Dates

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

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

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT J**

**RECEIPT**



**RECEIPT**  
**(Retain This Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Ream Franchise Group, LLC d/b/a Gameday Men's Health offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Ream Franchise Group, LLC d/b/a Gameday Men's Health must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Ream Franchise Group, LLC d/b/a Gameday Men's Health to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ream Franchise Group, LLC d/b/a Gameday Men's Health does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Evan Miller, 5140 Avenida Encinas, Carlsbad, California 92008, (858) 292-9202
Don Tarinelli, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (531)-365-0280
Amie Hawk, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 382-1468
Alex Gomez, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 395-0616
Michaela Cosgrove, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 300-4012
Mike Baguley, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (801) 891-3516
Justin Kemper, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 360-9553

Issuance Date: May 8, 2025

I received a disclosure document issued May 8, 2025 which included the following exhibits:

- Exhibit A List of State Administrators/Agents for Service of Process
- Exhibit B Franchise Agreement and Area Development Agreement
- Exhibit C Franchise Operations Manual Table of Contents
- Exhibit D List of Current and Former Franchisees/Area Developers
- Exhibit E Financial Statements
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the Gameday Men's Health Franchise
- Exhibit H Franchise Disclosure Questionnaire
- Exhibit I State Effective Dates
- Exhibit J Receipt

*(Signatures on following page)*



\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name Rev. 012417

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**



**RECEIPT**  
**(Our Copy)**

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*(Signatures on following page)*



\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name Rev. 012417

**Please sign this copy of the receipt, date your signature, and return it to Ream Franchise Group, LLC. at 5140 Avenida Encinas, Carlsbad, California 92008.**

