

Issuance Date: May 19, 2025, as amended October 1, 2025



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## Special Risks to Consider About *This* Franchise

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

- 1) **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in North Carolina than in your own state.
- 2) **Spousal Liability-Sales Performance required**. You must maintain minimum sales performance levels. Your spouse must sign inability to maintain these levels may result in a document making loss of any territorial rights you are granted, termination of your spouse liable for all franchise, and loss of your investment.
- 3) **Financial Condition**. The Franchisor's financial obligations under condition as reflected in its financial statements (see Item 21) calls into question the Franchise Agreement, even if your spouse Franchisor's financial ability to provide services and support to you.
- 2)4) **Short Operating History**. The franchisor is at an early stage of development and has no ownership interest in the franchise. a limited operating history. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails. is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

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

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

### The Franchisor and its Affiliate

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

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

### The Franchise

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

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



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

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

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

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

## **ITEM 2 BUSINESS EXPERIENCE**

### Zachary Long: Chief Executive Officer

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

### Jeff Moore: ~~Managing Partner~~ Chief Strategy Officer

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

### Jordan Berry: Chief Operations Officer

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



### ITEM 3 LITIGATION

#### No Concluded Actions

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

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

##### *Formal Action By the Maryland Securities Commission*

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

#### Pending Actions

##### *Pending Action By the Washington Department of Financial Institutions*

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

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

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

Franchise Agreement

*Initial Franchise Fee*

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

Area Development Agreement

*Development Fee*

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

**ITEM 6  
OTHER FEES**

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



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

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

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

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Single Onward Physical Therapy Franchise

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



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

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

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

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

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

## ITEM 10 FINANCING

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

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

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

### Pre-opening Obligations

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

1. Provide an initial training program (See Franchise Agreement - Section 5.1). We will not be responsible for providing business or operations training to your employees or independent contractors. We may provide limited training on the System and brand standards to your key employees or independent contractors, such as optional recorded trainings. You will be primarily responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the Onward Physical Therapy Franchise.
2. Loan you one copy of, or allow you digital access to, the Franchise Operations Manual. If printed, the Franchise Operations Manual contains approximately 36 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement - Section 6.1). All mandatory provisions in the Franchise Operations Manual are binding on you, subject to the Professional Judgment exercised by the authorized physical therapist(s).
3. Once you have an approved premises for your Onward Physical Therapy Clinic, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement.
4. Provide you with advice in identifying a suitable location for your Onward Physical Therapy Clinic if you request assistance (See Franchise Agreement - Section 7). We do not require that you use a specific vendor ~~you must use~~ in locating the site for your Onward Physical Therapy Clinic but can ~~provide~~ introduce you to our preferred vendor if you require assistance. We must approve the site before you sign the lease. If you are a Conversion Owner, we must approve of your current site, and lease, if applicable, for the Onward Physical Therapy Clinic prior to signing the Franchise Agreement.

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

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

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

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

### Optional Assistance

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

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

## Advertising

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

### *Local Advertising*

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

### *System Website*

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

### *Advisory Council*

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

## Computer System

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

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

Notes:

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

### *Clinical Training*

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

### *Ongoing Training*

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

## **ITEM 12 TERRITORY**

### Franchise Agreement

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

## PERFORMANCE BENCHMARKS BY TERRITORY LEVEL

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

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

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

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

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

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

Development Agreement, the Development Territory and associated territorial protections you receive in the Area Development Agreement will not expire any earlier than the end of the initial term of the first franchise agreement signed under the Area Development Agreement. After the termination or expiration of the Area Development Agreement, the only territorial protections that you will receive upon termination will be those under each individual franchise agreement.

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

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

### ITEM 13 TRADEMARKS

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

Mark	Registration No.	Registration Date	Register
<b>ONWARD</b>	5,949,742	December 31, 2019	Principal

~~We have also applied to register the following trademark with the USPTO:~~

Mark	Serial No.	Filing Date	Status
	<u>98,621,9477,751,726</u>	<del>June 27, 2024</del> <u>April 8, 2025</u>	<del>Pending on the</del> Principal Register
<b>RESTORE &amp; PERFORM</b>	<u>98,621,9937,745,067</u>	<del>June 27, 2024</del> <u>April 1, 2025</u>	<del>Pending on the</del> Principal Register
<b>HURT LESS, GET HURT LESS</b>	<u>98,621,9867,745,066</u>	<del>June 27, 2024</del> <u>April 1, 2025</u>	<del>Pending on</del> the Principal Register

~~We do not have a federal registration for our principal trademarks listed above (serial numbers 98,621,947, 98,621,993 and 98,621,986. Therefore, our trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

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

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

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

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

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

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

The information in the Franchise Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and methods of our services, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Operations Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items.

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

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

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

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

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

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

1. The Onward Physical Therapy Business must provide all approved services;

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Section 3029.9	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable. <u>Notwithstanding the foregoing, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document.</u>
u. Dispute resolution by arbitration or mediation	Section 28	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law.
v. Choice of forum	Section 28.4	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law.
w. Choice of law	Section 30.1	North Carolina law applies, subject to applicable state law.

## THE AREA DEVELOPER RELATIONSHIP

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

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

Provision	Section in Area Development Agreement	Summary
p. Death or disability of area developer	Section 8.2	The Area Development Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Area Development Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable.
s. Modification of agreement	Section 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 11	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and the Area Development Agreement may not be enforceable. <u>Notwithstanding the foregoing, nothing in the Area Development Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document.</u>
u. Dispute resolution by arbitration or mediation	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law.
v. Choice of forum	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law.
w. Choice of law	Section 15	North Carolina law applies, subject to applicable state law.

**ITEM 18  
PUBLIC FIGURES**

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

Table No. 5

Projected Openings as of  
December 31, 2024

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

**OUTLETS AND LICENSEE INFORMATION**

Table No. 1

Systemwide Outlet Summary  
For Years 2022 - 2024

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

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

Table No. 2

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

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Totals</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>



<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
	<u>2024</u>	<u>0</u>

Table No. 3

Status of Licensed Outlets  
For Years 2022 – 2024

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

<u>State</u>	<u>Year</u>	<u>Outlets at Start of the Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Re-acquired by Franchisor</u>	<u>Ceased Operations-Other Reasons</u>	<u>Outlets at End of the Year</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Maryland</u>	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Michigan</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Nevada</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>New Jersey</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>North Carolina</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Ohio</u>	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Pennsylvania</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>South Carolina</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2022</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
<u>Virginia</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Washington</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>

<u>State</u>	<u>Year</u>	<u>Outlets at Start of the Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Re-acquired by Franchisor</u>	<u>Ceased Operations-Other Reasons</u>	<u>Outlets at End of the Year</u>
<u>Wisconsin</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Total</u>	<u>2022</u>	<u>10</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16</u>
	<u>2023</u>	<u>15</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>21</u>
	<u>2024</u>	<u>21</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>30</u>

Table No. 4

Status of Company-Owned Outlets  
For Years 2022 – 2024

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired From Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisee</u>	<u>Outlets at End of Year</u>
<u>North Carolina*</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Total Outlets</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Table No. 5

License Agreements Signed as of  
December 31, 2024

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

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had an Onward Physical Therapy Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under

our franchise agreement during the one-year period December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Onward Physical Therapy Franchise System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Onward Physical Therapy Franchise System. You may wish to speak with current and former franchisees but know that not all such franchisees can communicate with you. If you buy an Onward Physical Therapy Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

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

## **ITEM 21 FINANCIAL STATEMENTS**

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

## **ITEM 22 CONTRACTS**

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

## **ITEM 23 RECEIPTS**

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

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

(2) License Agreements

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

(3) Credit Cards Payable

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

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

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

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

(4) Commitments and Contingencies

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

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

(5) Subsequent Events

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

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED

PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION  
WITH REGARD TO THE CONTENT OR FORM

# Onward Physical Therapy

## Balance Sheet As of July 31, 2025

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

# Onward Physical Therapy

## Profit and Loss

January - July, 2025

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

Accrual Basis Tuesday, August 19, 2025 07:18 PM GMT-04:00

1/1



**EXHIBIT C**  
**FRANCHISE AGREEMENT**

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

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

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

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

### 3.2 Entity Requirements in Certain States

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

## 4. TERRITORIAL RIGHTS AND LIMITATIONS

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

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

#### Territory Levels:

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

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

“Level 23 Territory”: a larger geographic area around the ~~radius of the~~ Level 12 Territory. Also includes the Level 1 and Level 2 Territory. Subject to Performance Benchmarks. Not based on radius.



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

Performance Benchmarks by Territory Level:

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

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

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

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

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

(iii) you obtain all required licenses, permits and other governmental approvals required to establish, open and operate the Franchised Business; and (iv) we provide our written approval of the construction, buildout and layout of your Premises. You acknowledge and agree that you will not open the Franchised Business until you have received all required state and local government certifications, permits, and licenses necessary for the operation of the Franchised Business, including any required licenses and certifications for its personnel.

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

## 7.2 Site Selection

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

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

## 7.3 Lease

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

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

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

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

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

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

24.2.16 Franchise Owner Agreement Default. If any Owner, ~~or the spouse of any Owner,~~ breaches a Franchise Owner Agreement.

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

### 23.3 Termination with Notice and Opportunity to Cure

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

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

## 24. TERMINATION FEE

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



**ATTACHMENT C**  
**TO THE FRANCHISE AGREEMENT**  
**OWNERS AGREEMENT**

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

**1. Acknowledgments.**

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

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

**2. Non-Disclosure and Protection of Confidential Information.**

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

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

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

**OWNER(S):**

Sign: \_\_\_\_\_

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

Sign: \_\_\_\_\_

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

Sign: \_\_\_\_\_

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

OPT Form Owners Agreement 032125093025

**Current Franchisees as of December 31, 2024**

None

**Current Licensees as of December 31, 2024**

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

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

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

**Franchisees with Unopened Outlets as of December 31, 2024:**

None

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

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

**Former Franchisees:**

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

None

**Former Licensees:**

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

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

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

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

## **INDIANA**

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

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

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

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

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

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

No competing business for two years within the Territory.

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

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

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

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

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

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

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

#### Fee Deferral:

Item 5 of the Franchise Disclosure Document, the Franchise Agreement and Area Development Agreement are hereby amended to state: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.”

## **MICHIGAN**

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

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

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	Pending
Maryland	Pending
Michigan	<del>Pending</del> June 30, 2025
Minnesota	Pending
New York	Pending
Virginia	Pending
Washington	Pending
Wisconsin	<del>Pending</del> June 26, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**  
**(Retain This Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Onward Physical Therapy, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Onward Physical Therapy, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Onward Physical Therapy, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Onward Physical Therapy, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Zach Long, 529 W. Summit Ave., Ste. 1B, Charlotte, NC 28203, 704-228-3825
Jordan Berry, 529 W. Summit Ave., Std. 1B, Charlotte, NC 28203, 704-228-3825
Jeff Moore, 3611 Precision Dr., Apt. I-372, Fort Collins, CO 80528, 303-359-3597

Issuance Date: May 19, 2025, as amended October 1, 2025

I received a disclosure document issued May 19, 2025, as amended October 1, 2025 which included the following exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D Area Development Agreement
- Exhibit E List of Current and Former Franchisees/Area Developers
- Exhibit F Franchise Operations Manual Table of Contents
- Exhibit G State Addenda and Agreement Riders
- Exhibit H Contracts for use with the Onward Physical Therapy Franchise
- Exhibit I Franchise Disclosure Questionnaire
- Exhibit J State Effective Dates
- Exhibit K Receipt

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

Rev. 012417

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**



**RECEIPT  
(Our Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Onward Physical Therapy, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Onward Physical Therapy, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Onward Physical Therapy, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Onward Physical Therapy, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

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- Exhibit K Receipt

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

Rev. 012417

