

FRANCHISE DISCLOSURE DOCUMENT



Relive Franchising LLC
a Florida limited liability
company 838 SW Federal
Highway
Stuart, Florida 34994
(772) 631-7266

This disclosure describes a franchise for a community medical Health Center that specializes in providing various anti-aging options to include Hormone Optimization Therapy, various IV vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, medical aesthetics and other such options that promote a healthy lifestyle.

The total investment necessary to begin such an operation of a Relive Health Center ranges from \$501,250 to \$1,052,542. This includes \$75,000 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Margaret Lai, Esq., Relive HQ, 838 SW Federal Highway, Stuart, Florida 34994, email: margaret.lai@relivehealth.com.

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

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

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

Issuance Date: April 29, 2024, amended September 13, 2024.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida, where the franchisor's principal place of business is located. 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 Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Mandatory Minimum Payments.** You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
6. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchise's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has

breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

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

Any questions regarding this notice should be directed to:

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

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Item 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
Item 2 BUSINESS EXPERIENCE	4
Item 3 LITIGATION	5
Item 4 BANKRUPTCY	6
Item 5 INITIAL FEES	6
Item 6 OTHER FEES	6
Item 7 ESTIMATED INITIAL INVESTMENT	9
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
Item 9 FRANCHISEE'S OBLIGATIONS	16
Item 10 FINANCING	17
Item 12 TERRITORY	31
Item 13 TRADEMARKS	32
Item 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	35
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	36
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	37
Item 18 PUBLIC FIGURES	40
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS	40
Item 20 OUTLETS AND FRANCHISEE INFORMATION	43
Item 21 FINANCIAL STATEMENTS	46
Item 22 CONTRACTS	46
Item 23 RECEIPT	46

<u>Item 1</u> FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	9
<u>Item 2</u> BUSINESS EXPERIENCE	12
<u>Item 3</u> LITIGATION	13
<u>Item 4</u> BANKRUPTCY	14
<u>Item 5</u> INITIAL FEES	14
<u>Item 6</u> OTHER FEES	14
<u>Item 7</u> ESTIMATED INITIAL INVESTMENT	17
<u>Item 8</u> RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	20
<u>Item 9</u> FRANCHISEE'S OBLIGATIONS	23
<u>Item 10</u> FINANCING	25
<u>Item 11</u> FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	25
<u>Item 12</u> TERRITORY	38
<u>Item 13</u> TRADEMARKS	39
<u>Item 14</u> PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	41
<u>Item 15</u> OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	42
<u>Item 16</u> RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	43
<u>Item 17</u> RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	43
<u>Item 18</u> PUBLIC FIGURES	46
<u>Item 19</u> FINANCIAL PERFORMANCE REPRESENTATIONS	46
<u>Item 20</u> OUTLETS AND FRANCHISEE INFORMATION	49

Item 21	FINANCIAL STATEMENTS	52
Item 22	CONTRACTS	53
Item 23	RECEIPT	53

List of Exhibits

- EXHIBIT A: Franchise Agreement
- EXHIBIT B: Agencies/Agents for Service of Process
- EXHIBIT C: Operations Manual Table of Contents
- EXHIBIT D: Financial Statements of Relive Franchising LLC
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Outlets as of December 31, 2023
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: Franchisee Acknowledgement Statement
- EXHIBIT J: List of Area Representatives

ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us” and “the Company” mean Relive Franchising LLC - the franchisor. “You” means the person who buys a Relive Health Center franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

For purposes of this Disclosure Document, a “Health Center” refers to any health center that we authorize to operate under our Marks and use our System (as such terms are defined below), including any Health Center operated by us, our affiliate, you, or another franchisee.

The Franchisor

Relive Franchising LLC is a limited liability company that was previously named R3VIVE FRANCHISE LLC, which was organized on April 17, 2020 in the State of Florida. We filed Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC with the State of Florida on April 5, 2023 changing our name to Relive Franchising LLC. We are the franchisor of the franchise program described in this franchise disclosure document. We began franchising under the name R3VIVE FRANCHISE LLC on April 23, 2020. Our principal office is located at 838 SW Federal Highway, Stuart, Florida 34994. We conduct business under the name and mark “Relive Health and Relive.” We do not do business under any other name.

We have also offered franchises for Area Representative Businesses since April 23, 2020. As of December 31, 2023, there are 2 open franchise for Area Representative Businesses, and 15 franchises for Area Representative Businesses have been sold but are not yet opened. The franchisee that is granted the right to operate an Area Representative Business is referred to as an “Area Representative.” Note that the term “Area Representative” as used in this Disclosure Document has the same definition and meaning as an “Area Representative” under the NASAA Multi-Unit Commentary adopted in September 2014. Area Representative Businesses are offered under a separate disclosure document.

Area Representatives have a continuing right to solicit potential purchasers for franchises in a defined territory. Area Representatives also provide development and ongoing franchise support services to the franchises within a defined territory. However, Area Representatives do not have any management responsibility relating to the sale or operation of franchises. Depending on your area, you may have an existing Area Representative that assists us with your Health Center. If your Health Center is located in an area where we have an Area Representative, the Area Representative will provide, on our behalf, certain franchise sales and support services to you.

Our affiliate, Pro Performance Anti Aging and Pharmaceutical Supplementation LLC opened the first Health Center in Stuart, FL in 2017. Affiliated entities currently own and operate two of the businesses of the type being franchised. We are not in any line of business other than the sale of the type of franchise offered under this franchise disclosure document and Area Representative Businesses. Attachment B lists the Agents for Service of Process in various states where the Agents are required.

The franchise being offered is a franchise for a community medical health center that specializes in providing various anti-aging options to include Hormone Optimization Therapy, various Vitamin IV infusions, Vitamin booster shots, various Med Spa services and medical aesthetics and other such options that promote a healthy lifestyle. The market for the services offered by the Health Centers, as defined in this Disclosure Document, is an emerging market that is competitive with other types of facilities promoting a healthy lifestyle.

We operate and grant licenses for the operation of Relive Health Centers (the “Health Centers”). The Health Centers feature various services in the support of anti-aging, to include vitamin IV infusions/hydration, vitamin booster shots, Hormone Optimization, stem cell therapy, Med Spa services, and medical aesthetics (collectively, the “Products”). We started selling franchises as of the date of issuance of this disclosure document. You must operate your Health Center(s) under our business and operating procedures which are described in our operational documentation (the “Manuals”). You (individuals, partnerships, limited liability companies, corporations, and the owners of partnerships, limited liability companies, and corporations will be referred to as “you”) must also operate your Health Center(s) under our trademarks, service marks, and trade dress, including an associated logo and such other trademarks, service marks, and trade dress which we may adopt (the “Marks”) and our distinctive image, designs, business formats, methods, equipment, procedures, and specifications (the “System”).

Our Parents

We do not have any parents.

Our Predecessors

We do not have any predecessors.

Our Affiliates

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

Our affiliate Revive MD Supplement Company, LLC (“Revive MD”) is a Florida limited liability company with a principal business address of 760 NW Enterprise Drive, Port St. Lucie, Florida 34986. Revive MD is the exclusive supplier of nutritional supplements purchased by our franchisees. Revive MD has not offered franchises in this our any other line of business previously.

Health Center Franchise Rights

If approved by us, you can sign a franchise agreement (“Franchise Agreement”) for the establishment and operation of a Health Center at a specified location using the System and the Marks. Your Health Center may be newly constructed or a conversion facility, and typically will be in a shopping center.

In addition to offering the right to establish and operate a Health Center, we also offer to persons who own or will own at least one Franchised Health Center and meet our qualifications and who are willing to undertake the investment and effort, the right to operate an area representative business (“AR Business”) in a territory that we designate through an area representative agreement with us. We offer the right to operate an AR Business under our Area Representative Franchise Disclosure Document.

Competition

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

Industry-Specific Laws and Regulations

Owning and operating a Relive Health Center will require compliance with all local, state, and federal regulation related to administering controlled substances as a part of Hormone Optimization, vitamin IV infusions, Ozone Therapy, vitamin booster shots, Med spa services, and medical aesthetics as well as other services determined by us. These services require medically qualified personnel as well as certifications. There are corporate practice of medicine requirements in the following states: Arizona, Arkansas, California, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Washington, and West Virginia. A management company will need to be created to possess ownership. In adherence to the Corporate Practice of Medicine Doctrine, a Relive Health Center cannot directly engage in the practice of medicine. This legal principle generally prohibits corporations from practicing medicine or employing physicians to provide professional medical services. Therefore, it is mandatory that an unlicensed franchisee under our model must contract with a Professional Medical Corporation (“PC”) to ensure the delivery of all medical services and products offered by the franchised business. The franchisee shall enter into a management agreement with a duly licensed and qualified PC, wherein the PC shall solely govern and oversee all medical decision-making and services, maintaining compliance with applicable laws and regulations. Consult with your attorney to begin the process required as well as become familiar with the additional expense. All Relive locations will require oversight from a “Medical Director” with an MD or DO status, if not owned by a doctor. Medical Directors are required to visit the Health Center and perform random audits of patients to ensure compliance to local, state, and federal regulations. Additionally, you must comply with the local, state, and federal laws that apply to your operations, including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for disabled people, and, therefore, may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, and the like. You must also obtain real estate permits, licenses, and operational licenses. You should consult with your attorney concerning these and other local laws and ordinances that may affect your Health Center operations.

With respect to the Federal Anti-Kickback Statute, no remuneration may be exchanged with the intention of inducing or rewarding referrals of business payable under a federal health care program between the franchisor and franchisee, and if applicable, between franchisee and a PC. Further, many states prohibit physicians or medical corporations from dividing fees for professional services with non-professional entities (like a franchise), which may impact the financial arrangements permissible under a management agreement between the franchisee and the PC. The flow of payments, particularly those relating to the sharing of fees derived from medical services, must be structured in a manner that unequivocally complies with state-specific laws and does not entail prohibited fee-splitting or percentage-based compensation arrangements. Further, safeguards should be emplaced to ensure that financial relationships and arrangements do not unduly influence medical judgement, ensuring that patient care remains paramount and uninfluenced by financial considerations. We encourage all parties to engage legal counsel to formulate and review all agreements, ensuring compliance with all applicable federal and state laws.

Your Relive Health Center is not mandated to enroll in state and/or federal reimbursement programs, including, but not limited to, Medicaid and Medicare. If you do not enroll in these or similar programs, you will not be eligible for reimbursement from these governmental programs for any medical services or products provided. Similarly, the Franchisor will not enroll as a provider with Medicare and will not submit claims to Medicare for reimbursement for any services or products rendered under the franchise model.

Your Relive Health Center may be treated as a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a Covered Entity, the franchised business would be subjected to the regulatory standards imposed by HIPAA to safeguard the privacy and security of Protected Health Information (PHI). Franchisees will be required to implement comprehensive policies and procedures to ensure the confidentiality, integrity, and availability of PHI, and to provide individuals with specific rights regarding their health information, in alignment with HIPAA’s Privacy Rule. Furthermore, should the franchised business, in its operation, engage a business associate to conduct activities or functions on its behalf that involve the use or disclosure of PHI, it may be necessary to execute a written business associate agreement. This

agreement must distinctly stipulate the responsibilities and functions to be undertaken by the business associate and obligates the latter to safeguard the PHI in compliance with HIPAA's Security and Privacy Rules. Franchisees must assure oversight and compliance management concerning all interactions and data exchanges involving PHI to ascertain adherence to all applicable legal and regulatory mandates under HIPAA.

ITEM 2 BUSINESS EXPERIENCE

Founder: Domenic Iacovone

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

Partner: Jerome Kern

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

Acting Chief Financial Officer: Gregory Hedger

Mr. Hedger is acting Chief Financial Officer through Grassi Franchise Services LLC, where he has been employed as Accountant since July 2011 in Ronkonkoma, New York.

Chief Executive Officer: Gina Iacovone

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

Chief of Operations: Kameron Harris

Mr. Harris has been Chief of Operations since May 2021. From January 2019 to May 2021, he held the position of Operations Director for the Stuart, FL location. From May 2017 to January 2019, Mr. Harris worked as a Patient Coordinator at our first-ever established Health Center in Stuart, FL.

Chief Legal Officer: Margaret Lai

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

Franchise Sales: Manny Ceara

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

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

ITEM 3 LITIGATION

Concluded Litigation

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

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

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

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

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

On April 8, 2023, Relive Franchising LLC (“Relive”), along with DJI Consulting LLC (“DJI”), which used to hold the R3VIVE Service Mark previously in use by the R3VIVE franchise brand, filed suit against the operators of a formerly corporate-owned location, Fit Medical Management, Inc. (“FMM”). FMM had entered into an agreement with DJI to operate a location in Jericho, NY, under the R3VIVE brand agreeing to follow in strict conformity with the R3VIVE System. Despite receiving numerous correspondence from DJI and R3VIVE Franchise LLC about multiple egregious defaults that jeopardized the System and the brand, FMM refused to correct its defaults. As a result, consistent with the terms of the agreement, DJI terminated the agreement. Despite termination, FMM continued to operate the location in Jericho, NY, and continued to use the R3VIVE Service Mark in violation of the terms of the agreement. Prior to filing suit, Relive and DJI attempted in good faith to find a reasonable resolution to the situation however FMM would not engage in meaningful negotiations. Instead, FMM refused to acknowledge the defaults, claimed it was an accidental franchisee, and demanded an unsubstantiated sum of money. DJI has sued FMM for the following: Count I – Breach of Contract (DJI v. FMM); Count II – Service Mark Infringement (Relive v. FMM); and Count III – Common Law Trademark Infringement (Relive v. FMM).

After Relive and DJI filed suit, FMM filed suit against DJI, Relive, along with Samantha Iacovone and Domenic Iacovone, with FMM’s claims stemming from the same relationship that is the basis of Relive and DJI’s lawsuit. FMM claimed that it was an accidental franchisee of R3VIVE Franchise LLC (which changed its name in April of 2023 to Relive Franchising LLC). FMM sued for the following: Count I – Violation of New York Franchise Sales Act – Disclosure Violations (FMM v. all defendants); Count II – Violation of New York Franchise Sales Act – Financial Performance Representations (FMM v. all defendants); Count III – Violation of New York Franchise Sales Act – Fraudulent Representation (FMM v. all defendants); Count IV – Violation of the

Florida Franchise Act (FMM v. DJI and Relive); Count V – Violation of Florida’s Deceptive and Unfair Trade Practices Act (FMM v. DJI and Relive); Count VI – Fraudulent Inducement (FMM v. DJI and Relive); Count VII – Negligent Misrepresentation (FMM v. DJI and Relive); Count VIII – Breach of Contract (FMM v. DJI and Relive); and Count IX – Breach of Covenant of Good Faith and Fair Dealing (FMM v. DJI and Relive). On July 30, 2023, after Relive filed a Motion to Dismiss arguing, among other things, that FMM did not have a basis for its claims against Relive, FMM filed its First Amended Answer, Affirmative Defenses, and Counterclaims dropping Relive as a Defendant.

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

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

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

When you sign the Franchise Agreement, you must pay us an initial franchise fee of \$75,000. The franchise fee is non-refundable.

During our last fiscal year, we collected one discounted initial franchise fee of \$50,000 from a franchisee who is a multi-unit operator. All other franchise agreements that were signed in 2023 were also signed in conjunction with the execution of an area representative agreement. When franchisees and area representatives sign area representative agreements with us, as part of the fee they pay set forth in the area representative agreement, they are purchasing the license for the pilot Health Center in their territory.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty	6.0% of monthly Gross Sales	15th day of each month on Gross Sales for the prior month	Payable to us. “Gross Sales” means the aggregate amount of all sales of products and services rendered in connection with the Health Center except taxes, customer refunds, and promotional discounts. We may debit your bank account for Royalty Fees due. ⁶

Type of Fee ¹	Amount	Due Date	Remarks
<p><u>Total Marketing Obligation</u>²</p> <p>National Marketing Fund Contribution</p> <p>Regional Marketing Fund Contribution³</p> <p>Regional Co-op Fee³</p> <p>Local Health Center Marketing⁴</p>	<p>The greater of \$7,000 per month or 7% of monthly Gross Sales divided among the (1) National Marketing Fund (up to 4% of monthly Gross Sales—not currently collected), (2) any Regional Marketing Fund (amount we determine, not to exceed 3% of monthly Gross Sales—not currently collected) or any Regional Co-op (amount determined by the Co-op), and (3) Local Health Center Marketing (currently the greater of \$7,000 per month or 7% of Gross Sales)</p>	<p>Same as royalty fees (National Marketing Fund Contribution and Regional Marketing Fund Contribution)</p> <p>As determined by Co-op (Regional Co-op Fee)</p> <p>As incurred (Local Health Center Marketing)</p>	<p>Your total marketing obligation and our marketing funds are further described in Item 11.</p> <p>See Note 3 for additional details.</p> <p>In lieu of a Regional Marketing Fund, a Regional Co-op may be established. The amount of and the payment terms for the Regional Co-op Fee will be determined by the Co-op. There are no co-ops in place at this time.</p> <p>The amounts due for Local Health Center Marketing are payable to appropriate vendors at their specified rate.</p>
Transfer	\$10,000	On or before date of transfer	Payable to us.
Audit by Franchisor	Cost of audit	As incurred	Payable to us. Payable if audit reveals understatement of 2% or more
Interest on Overdue Payments	Lesser of 1.5% per month, or maximum rate permitted by law	As incurred	Payable to us. Payable on overdue amounts after 10 days
Insurance	Costs and premiums	On demand	Payable to us; you must reimburse us if, upon your failure to obtain or maintain insurance coverage, we choose to obtain insurance coverage on your behalf
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable to us. Payable upon your failure to comply with the Franchise Agreement
Indemnification ⁵	Will vary under circumstances	As incurred	Payable to us. You must reimburse us if we are held liable for claims arising from your operation of your

Type of Fee ¹	Amount	Due Date	Remarks
			Health Center
Non-compliance Fee	\$1,000 for second violation in 12-month period; \$2,000 for third and \$4,000 for fourth violation	As incurred	If, after we notify you, you fail to comply with the System standards, we may charge you a fee.
Driply CRM Software ⁶	Then-current fee (currently \$497, plus \$0.039 per text and \$0.0034 per email)	As incurred	Payable to our affiliate, Driply Marketing Group LLC (“DMG”), for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per-location basis.
Technology Fee ⁷	\$860.51-\$2,440.59 per month	Monthly	Payable to us.
Annual Education Day	Up to \$500	As incurred	Payable to us for your registration fee associated with our Annual Education Day.

NOTES

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

² Marketing fees are currently paid to a third-party marketing company. We have the right, following written notice to you, to re-allocate your total marketing contribution among the National Marketing Fund Contribution, the Regional Marketing Fund Contribution (or any Regional Co-op Fee) or Local Health Center Marketing.

³ We have the right, in our sole discretion, to establish a Regional Marketing Fund or a Regional Co-op in the geographic area that covers your Health Center to which you will be required to contribute. If a Regional Co-op is established, that Co-op will determine the contribution rates for the Health Centers in that Co-op. The Co-op may increase the contribution rate to an amount that will cause your Total Marketing Expenditure to exceed 7% of Gross Sales. Each franchisee-owned Health Center will have one vote for each Health Center. Each company-owned Health Center will have one vote for each company-owned Health Center operated in the geographic area covered by a Regional Co-op. If the company-owned Health Centers have controlling voting power, the minimum fees may be as low as 0% of Gross Sales and the maximum fees will not exceed the greater of \$7,000 per month or 7% of Gross Sales.

⁴ If you are required to contribute (and you actually contribute) to a Regional Marketing Fund or Regional Co-op, your Local Health Center Marketing obligation will be reduced by the amount of that contribution so that the Total Marketing Obligation is never more than the greater of \$7,000 per month or 7% of Gross Sales.

⁵ We may debit your bank account monthly. If you fail to report Gross Sales, we may estimate Gross Sales for such period using our Salesforce platform and/or reporting from the cash register system and debit your account accordingly. We will apply any overpayment against the next period's Royalty and Advertising Fund contributions. Any deficiency will be debited against your account. If for any reason your account cannot be debited, you must submit payments by check on or before the due date. You must indemnify and hold us harmless from all damages, losses, costs, and expenses resulting from any dishonored debit on your account unless caused by our negligence or mistake.

⁶ Payable to our affiliate, DMG, for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per location basis. You must also pay an SMS fee of \$0.039 per 160-character segment and an email fee of \$0.0034 per 160-character segment for texting and email usage through Driply. You may also purchase an optional management service for personalized support for an additional \$249 per month.

⁷ This varies based on the number of employees. Certain licenses have pricing based on the type of access needed.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$75,000	Wire Transfer or Check	Upon signing the Franchise Agreement	Us
Real Estate/Rent ²	\$3,250 - \$13,542	As Arranged	Before Beginning Operations	Lessor
Leasehold Improvements ³	\$150,000 - \$450,000	As Arranged	Before Beginning Operations	Third Parties, Contractors
Furniture, Fixtures and Equipment ⁴	\$75,000 - \$150,000	As Arranged	Before Beginning Operations	Designated suppliers
Opening Advertising ⁵	\$10,000 - \$20,000	As Arranged	Before and After Beginning Operations	Designated suppliers
Initial Training ⁶	\$10,000 - \$50,000	As Arranged	Before Beginning Operations	Your employees, transportation, food and lodging
Start-up Supplies and Inventory ⁷	\$40,000 - \$60,000	As Arranged	Before Beginning Operations	Third Party Suppliers
Utility Deposits ⁸	\$1,000 - \$2,000	As Arranged	Before Beginning Operations	Utilities
Business Licenses ⁹	\$1,000 -	Lump Sum	Before Beginning	Governmental authorities

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
	\$2,000		Operations	
Legal & Accounting ¹⁰	\$5,000 – \$25,000	As Arranged	Before and After Beginning Operations	Attorney, Accountant
Insurance ¹¹	\$1,000 - \$5,000	As Arranged	Before Beginning Operations	Third Parties
Signage ¹²	\$10,000 - \$20,000	As Arranged	Before Beginning Operations	Third-Party Signage Company
Additional Funds (Initial Period – 3 months) ¹³	\$120,000 - \$180,000	As Arranged	As Necessary	Various
TOTAL¹⁴	\$501,250 - \$1,052,542			

Costs paid to us are non-refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Health Center is located. As noted in Item 10, we do not offer direct or indirect financing to you for any part of the initial investment. The amounts in these charts are our reasonable estimate of your costs. The actual amounts you incur may be higher, however, if particular circumstances apply to the location of your Health Center or to your region of the country. We calculate the initial phase of business to be 3 months. We relied upon our collective experience in the opening and operation of Health Centers when preparing these figures.

NOTES

(1) The initial franchise fee is set and is non-refundable unless you do not find a site within 120 days.

(2) You must lease or otherwise provide a suitable facility for the operation of your Health Center. Typically, a Health Center will range in size from 1,400 to 2,500 square feet. The specific cost is difficult to determine due to differences in size and cost based on market/location of the Health Center. We will support the decision based on our experience.

(3) If you need to convert an existing facility into a Health Center, the costs to do so will depend upon the existing layout of the space, or if it is a new build-out. The conversion, construction, and/or build-out must be performed in accordance with our standards and specifications. These improvements may include wiring, flooring, sheetrock, plumbing, paint, HVAC, IT specs, lighting, and items. This estimate includes the cost of an architect. You may be able to obtain a leasehold allowance from the landlord covering a portion of the costs of construction of the leasehold improvements. Any allowance will be negotiated between you and the landlord. If you can obtain an allowance or benefit, it should reduce your cost to acquire, build-out, and lease the space. The figures in the chart are based on our experience. If you can lease an office space already built-out and accommodate the services, the chart costs may be less. These situations are site-specific and highly dependent on

the market and the availability of materials, among other considerations; and we cannot estimate all costs. You should evaluate specific costs to the site you may be considering and be aware of landlord expectations.

(4) You must purchase or lease and install fixtures, equipment, desks, chairs, computers, waiting room furniture, POS system and software licenses, phone system, and decor needed to operate your Health Center to specified standards. The assortment and quantity of the furniture may vary depending upon the size of your Health Center. Chairs will include examination chairs, infusion chairs for the IV lounge, and chairs for desks and offices and the waiting room. Also included are computers for the front desk, the nurse's station, the office for Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA), the office for patient coordinator and Director of the health center, as well as iPads for consultations and patient intake. The equipment needs will include, but are not limited to, HydraFacial, ozone machine, InBody, Visia, and approved laser equipment. In the event that you lease equipment, this figure includes the estimated monthly lease cost and initial down payment.

(5) A pre and post opening marketing campaign has been developed with a marketing company. The plan is specific and must be followed to support brand awareness. Payment and contracts are with the marketing company directly. Part of the grand opening celebration includes services offered at a reduced rate, giving away t-shirts with the Relive logo, and food and beverage. The cost listed is an estimated cost based on costs of product and expected turnout from previous openings.

(6) The cost of initial training for the office staff is covered in the franchise fee, with the exception of transportation, meals, lodging, and payroll of the trainees for both franchisee training and staff training. Training will be completed at the Stuart, Florida location unless otherwise agreed upon. The estimate training expenses for up to 6 people to attend training. The actual cost of the training will depend upon the number of employees being trained and their level of experience performing specific functions. An experienced employee will be available to be on site during the opening of your Health Center and will be at your cost. Additional training information is listed in Item 11.

(7) You will be required to purchase an initial supply of inventory in order to offer your services. A complete list along with supplier information will be provided.

(8) If you are a new customer of your local utilities, you will sometimes be required to pay a deposit to connect services such as electric, telephone, gas, and water. The amount of the deposit will vary, and you should contact the local utility departments to determine.

(9) State and local government agencies typically charge fees for operating licenses, health permits, and licenses for providing your services. The fees vary by jurisdiction. The figures are estimates, actual costs depend upon the state and local government requirements.

(10) You will engage an attorney, an accountant, and other consultants you feel you need in establishing your Health Center and reviewing agreements. Fees will vary based on location, and also depth and level of service needed and rates for such professional services.

(11) You must purchase the type and amount of insurance necessary as well as any other insurance that may be required by applicable law, any lender, or lessor. The cost will vary based on value of leasehold improvements, and number of employees. You must have certain specified insurance. The timing of your payments is a matter to be resolved between you and your insurer. The selection of the insurance carrier, size of the Health Center, location of the Health Center, value of the leasehold improvements, amount of inventory, amount of wages and other related conditions will affect your ultimate cost. Therefore, we estimate the total cost with the caution that you should get quotes from the carriers of your choice before proceeding. The landlord's insurance requirements will be set forth in the lease.

(12) The cost will be based on the type, size, and location of the signage, local zoning requirements and landlord requirements.

⁽¹³⁾ This is an estimate of the net funds needed to cover business expenses during the initial period of 3 months of operation if the operational revenues do not cover these expenses. These costs include such expenses as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies inventory and other expenses. The amount of additional funds you may need will depend upon many factors, including how much you follow the process outlined, your technical, marketing, and general business skills, local economic conditions, the competitive landscape of your location, and the sales levels you achieve. There is no guarantee that the working capital estimate will be adequate or that additional investment by you will not be necessary during the initial period and afterwards. You may need additional funds and you should consult with your financial advisor to determine the amount of working capital that you are capable of investing.

⁽¹⁴⁾ In compiling this chart, we relied upon past experience and the experience of our executives and business partners. The amounts shown are estimates only and may vary for many reasons including the size of your facility, the services you offer, the capabilities of your employees, the leadership provided by management, and your business experience and acumen. You should review these estimates carefully with your attorney, accountant, or other business advisors prior to making your decision. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting your business.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Health Center in strict conformance with our methods, standards, and specifications, which we prescribe in our confidential operational documentation and various other confidential manuals and writings prepared by us for your use in operating a Health Center (collectively, the “Manuals”). We may periodically change our standards and specifications at our sole discretion. The Manuals cover nearly all aspects of your Health Center’s operations.

Approved Products, Services, and Suppliers

We will provide you with a list of the approved services and products (“Approved Services and Products”) after you sign the Franchise Agreement for your Health Center. In order to: (i) better assure the quality of the Approved Services and Products; (ii) assure the supply or quality of the Approved Services and Products; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies, we have the right to require you to purchase certain Approved Services and Products, only from us, our affiliates, or other suppliers or distributors approved or designated by us. We have also developed and continue to develop certain proprietary products, such as those sold by Revive MD, which you must purchase from us and/or any affiliates we may now or in the future designate, or our approved or designated suppliers. We may revoke approval by providing you with a written notice and 30-day transition to a new supplier.

You are required to purchase and utilize the HIPAA-compliant lead management CRM tool designed exclusively for Relive Health Center, known as “Driply.” You must purchase Driply from our affiliate, DMG, and no other supplier. We and our affiliates may generate a profit from these purchases. Our Founder, Domenic Iacovone, owns an interest in DMG. During the fiscal year ended December 31, 2023, DMG received \$118,194.80 in gross revenue as a result of franchisee purchases of services.

You are required to purchase nutritional supplements from our affiliate, Revive MD Supplement Company, LLC (“Revive MD”), which makes payments to us based upon percentage of the purchase price. Revive MD is the only supplier for the products that it supplies. During the fiscal year ended December 31, 2023, Revive MD received \$46,419.30 in revenue from sales by Revive MD to franchisees. Our Founder, Domenic Iacovone, owns an interest in Revive MD.

Other than DMG and Revive MD, none of our officers own any interest in any approved supplier.

You are required to use Payhawk as your payment solutions vendor. Payhawk is the only approved

Relive Unit FDD 2024 ~~A4B1~~

supplier of payment solutions. We receive half of Payhawks' service charge of 0.8%. During the fiscal year ended December 31, 2023, we received \$567.90 from Payhawk associated with our franchisees utilizing Payhawk's services.

You are required to purchase pharmaceuticals from Wells Pharmacy which is a compounding pharmacy specializing in anti-aging, weight management, sexual wellness, aesthetic dermatology, and thyroid and adrenal health. Wells Pharmacy is the only approved supplier of these items. During the fiscal year ended December 31, 2023, we received \$383,424.43 from Wells Pharmacy associated with our franchisees purchasing pharmaceuticals.

You are required to purchase body composition analysis machines from InBody. InBody is the only approved supplier of these machines. During the fiscal year ended December 31, 2023, we received \$2,095.77 from InBody associated with our franchisees purchasing devices from InBody.

HMTM Enterprises, LLC, is our preferred vendor for marketing services. We receive a 5% rebate from HMTM. We did not receive any rebates from HMTM in 2023.

Aroluxe Marketing, LLC, is our preferred vendor for social media content, blogs, and SEO. We receive a 5% rebate from Aroluxe. We did not receive any rebates from Aroluxe in 2023.

There currently are no purchasing or distribution cooperatives. If you desire to use any services or products that we have not approved, you must first send us sufficient information, specifications, and samples for us to determine whether the service or product complies with our standards and specifications or whether the supplier meets our approved supplier criteria. You will bear all costs associated with supplier approval. We will decide within a reasonable period of time (30 to 60 days) after receiving the required information. Approval of a supplier will be conditioned on the supplier's ability to provide sufficient quantity of product, quality of product or services at competitive prices production and delivery capability, dependability and general reputation.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Health Centers in our system. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would be in the best interests of the System or the franchised network of Health Centers. You are not allowed to work with non-designated suppliers, even if they meet our criteria.

In adherence to the Corporate Practice of Medicine Doctrine (the "Doctrine"), layperson-franchisees (i.e., those without a medical license) are restricted from making decisions pertaining to medical equipment and supplies to be utilized in the operation of the franchised business. The Doctrine generally prohibits corporations or non-licensed individuals from interfering or influencing the practice of medicine, which also encompasses decisions related to medical and clinical supplies and equipment. Therefore, all such decisions must be independently made by a licensed medical professional, ensuring that choices regarding medical supplies, equipment, and overall clinical operations are grounded in professional medical expertise and unbiased, patient-centered care.

We may collect and retain certain manufacturing allowances, marketing allowances, rebates, credits, monies, payments, and benefits (collectively, "Allowances") offered to us or to our affiliates by manufacturers, suppliers, and distributors based upon your purchases of products and other goods and services. Currently, we do not derive any income from your purchases of products and other goods and services.

Other than as described above, we do not provide material benefits to you (such as renewal rights or the right to open additional Health Centers) based on whether you purchase through the sources we designate or approve; however, purchases of unapproved products or purchases from unapproved suppliers in violation of the

Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

We estimate that your purchases from approved suppliers or according to our specifications will represent approximately 80% to 90% of your total purchases in establishing and continued operation of the Health Center.

Computer/Point-of-Sale system/Information Technology

You are required to purchase and use the computer software described in our operations material. We do not derive revenue as a result of these being used. You must at all times and at your expense, maintain an email address and account for communicating with us. You must comply with our standards and requirements for email, communications, information technology, and other technology systems that we may develop, implement and/or require you to acquire and use at your Health Center in your operations. Our present computer hardware and software requirements are listed in detail in Item 11 of this Franchise Disclosure Document.

Insurance

Under the Franchise Agreement, you must obtain and maintain the following insurance:

You must obtain the insurance coverage we require (whether in the Franchise Agreement or in the Manual) from licensed insurance carriers rated A or better by Alfred M. Best & Company, Inc., including the following:

Policy Type	Minimum Coverage
Professional Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Sexual Abuse / Molestation Insurance	\$500,000 per occurrence and \$500,000 in the aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Commercial: Products-Completed Operations	\$500,000 in the aggregate
Commercial: Personal & Advertising Injury	\$500,000 per occurrence
Commercial: Damage to Premises Rented to You	\$200,000 per occurrence
Commercial: Medical Payments (Per Person)	\$10,000 per occurrence
Network Security & Data Privacy Liability	\$500,000 per occurrence and \$1,000,000 in the aggregate
First Party Privacy Breach Expenses	\$200,000 per occurrence and \$200,000 in the aggregate
Media Activities	\$50,000 per occurrence and \$50,000 in the aggregate
Regulatory Wrongful Acts	\$50,000 per occurrence and \$50,000 in the aggregate
HIPAA	\$500,000 per occurrence and \$500,000 in the aggregate
License Defense	\$10,000 per occurrence and \$50,000 in the aggregate
Peer Review	\$10,000 per occurrence and \$50,000 in the aggregate
Subpoena Assistance	\$10,000 per occurrence and \$10,000 in the aggregate
Reimbursement of Lost Wages	\$1,000 per occurrence and \$10,000 in the aggregate
Reputation Protection	\$10,000 per occurrence and \$10,000 in the aggregate
Emergency Evacuation Expense	\$50,000 per occurrence and \$50,000 in the aggregate
Patient Property Damage	\$1,000 per occurrence and \$1,000 in the aggregate
“All risk” Property Insurance	Replacement Value
Plate Glass Coverage (if requires by lease)	Replacement Value
Comprehensive Automobile Insurance	Greater of \$1,000,000 or as required by law

Policy Type	Minimum Coverage
Theft and Dishonesty Insurance	\$10,000 per occurrence
Business Interruption Insurance	At least 6 months
Employer's Liability Insurance	\$1,000,000 per occurrence and \$1,000,000 in the aggregate
Worker's Compensation Insurance	Greater of \$500,000 or as required by law
Landlord-Required Insurance	As required by lease
Umbrella	\$2,000,000

The required coverage and policies are subject to change. All insurance policies must be endorsed to: (a) name us (and our members, officers, directors, and employees) as additional insureds; (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy.

You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect.

No insurance policy shall provide for a deductible amount that exceeds \$5,000, unless otherwise approved by us in writing, your co-insurance under any insurance policy shall be 80% or greater.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section In Franchise Agreement (FA)	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 3, 4 and Appendix E of Franchise Agreement	Items 7 & 11
b. Pre-opening purchases/leases	§§ 3A, 4 & 5C of Franchise Agreement	Items 5, 7, and 8
c. Site development and other pre-opening requirements	§§ 3, 5 and Appendix A of Franchise Agreement	Items 7, 8, and 11
d. Initial and on-going training	§§ 6B(10), 12 & 13B of Franchise Agreement	Item 11
e. Opening	§§ 6, 13B, Appendix A and Rider of Franchise Agreement	Item 11

Obligation	Section In Franchise Agreement (FA)	Disclosure Document Item
f. Fees	§§ 1C, 1D, 2B(6), 5A, 7, 15O, 20C(2) and Appendix A of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Manuals	§§ 8 and 10 of Franchise Agreement	Items 8, 11 and 14
h. Trademarks and proprietary information	§§ 10C, 16, 22A and 22B of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	§ 11B of Franchise Agreement	Item 16
j. Warranty and customer service requirements	§§ 15G and 15M of Franchise Agreement	Item 15
k. Territorial development and sales quotas	§1B and Appendix A in Franchise Agreement;	Item 12
l. On-going product/service purchases	§§ 11B, 15B and 15C of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	§§ 11 and 15 of Franchise Agreement	Item 11
n. Insurance	§ 17 of Franchise Agreement	Item 6, 7, and 8
o. Advertising	§§ 7, 9 and Appendix B of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	§ 27 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	§§ 13C., 15H, 18G, 18H, 28 & 34F of Franchise Agreement	Items 11 and 15
r. Records/reports	§ 8 of Franchise Agreement	Items 6 and 11
s. Inspections/audits	§§ 5E, 8 and 14 of Franchise Agreement	Items 6 and 11
t. Transfer	§§ 19 and 20 of Franchise Agreement	Item 17
u. Renewal	§ 2B of Franchise Agreement	Item 17

Obligation	Section In Franchise Agreement (FA)	Disclosure Document Item
v. Post-termination obligations	§ 24 of Franchise Agreement	Item 17
w. Non-competition covenants	§ 22 of Franchise Agreement	Item 17
x. Dispute resolution	§§ 32 and 34G of Franchise Agreement	Item 17

ITEM 10 FINANCING

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

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

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

Our Obligations Pre-Opening

Before you open your Health Center, we will:

1. Accept a non-exclusive area (“Designated Area”) in which you will select a site to be accepted by us. (Franchise Agreement, § 3A)
2. Provide you with the following site selection assistance: (A) our site selection guidelines and, as you may request, a reasonable amount of consultation; and (B) such on-site evaluation as we may deem advisable as part of our evaluation of your request for site acceptance. (Franchise Agreement, § 3B) Advise you in writing whether we have accepted the site within 15 days after we receive your completed site application and any additional information that we may reasonably require. If we do not respond within 15 days, we will be deemed to have refused to accept the site. (Franchise Agreement, § 3D(1))
3. Provide a generic (not site-specific) layout for a Relive Health Center. We do not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises. (Franchise Agreement, § 5A(1))
4. If you propose to purchase any furnishings, fixtures, equipment, or signage from a supplier that we have not approved, you must notify us in writing and submit the information we request. We will notify you within 15 days after we receive that information whether we approve or disapprove that supplier. (Franchise Agreement, § 5C)
5. During construction for the Health Center, inspect the Franchised Location and the course of construction and/or renovation. (Franchise Agreement, § 5E)
6. Permit you to have access to an electronic or paper version of our confidential and proprietary Manuals, which contain information and knowledge that is unique, necessary, and material to the System, including mandatory specifications and standards relating to the construction, management and operation

of a Relive Health Center. The Manuals remain our property. We may revise the contents of the Manuals, and you agree to comply with each new or changed section. (Franchise Agreement, § 10) The Table of Contents of the main Manual as of the date of this disclosure document is attached as Attachment C. As of that date, the total pages of our main Manual and supplemental manuals is approximately 406 pages.

7. Provide the initial training program to up to 7 persons including: (a) you (if you are an individual) or the Operating Principal (if you are an entity) or a 10% Owner; and (b) a Health Center Manager. (Franchise Agreement, § 12A)

8. Provide you with consultation and advice with regard to the development and operation of the Health Center, building layout, furnishings, fixtures and equipment, plans and specifications, employee recruiting, selection and training, purchasing and inventory control and such other matters as we deem appropriate. (Franchise Agreement, § 13A)

9. Provide opening assistance that we deem necessary. (Franchise Agreement, § 13B)

10. Provide specifications for the computer system and point of sale system that meets our requirements. (Franchise Agreement, § 15C)

11. If applicable, we will provide you with our then-current version of the HIPAA Business Associate Agreement, found as Attachment H. This agreement is intended to ensure that a business associate will establish and implement appropriate safeguards for the Protected Health Information (“PHI”) (as defined under the HIPAA Rules) that a business associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that a business associate performs for a covered entity.

Our Obligations After Opening

During the operation of your Health Center, we will:

1. Collect, administer, and spend for advertising purposes monies, if any, paid by the Health Center into the National Marketing Fund and any Regional Advertising Fund (if established). (Franchise Agreement, §§ 9C & D) Neither fund is currently established.

2. Provide you with general guidelines for local advertising and promotion from time to time. You must submit to us for our prior approval all local advertising and promotional materials. (Franchise Agreement, § 9G) Approve or disapprove all content requested to be posted on our website. (Franchise Agreement, §9I)

3. Provide ongoing and additional training to you (or, if applicable, your Operating Principal), your Health Center Managers, any 10% Owner or any individual whom you have identified as a future Health Center Manager, if we decide to require and/or offer such training. (Franchise Agreement, § 12)

4. Provide periodic advice and consultation to you in connection with the operation of the Health Center as we deem appropriate or necessary, including our knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of pricing, management, sales promotion, service concepts, and other areas. (Franchise Agreement, § 13C)

5. Conduct inspections of the Health Center. (Franchise Agreement, § 14)

6. Establish the minimum price that you must charge for one or more services offered for sale at the Health Center. (Franchise Agreement, § 15N)

Any duty or obligation imposed on us by the Franchise Agreement, or any other agreement, may be

performed by any of our employees, or agents, as we may direct.

Advertising and Promotion

Advertising Fund

To date, no advertising funds have been collected from franchisees. Franchisees have only paid for their Local Health Center Marketing.

Total Marketing Obligation.

Your total marketing obligation is the greater of (i) \$7,000 per month or (ii) 7% of the Gross Sales of the Health Center, which may be allocated among the National Marketing Fund, any Regional Marketing Fund or, in lieu of a Regional Marketing Fund, a Regional Co-op and Local Health Center Marketing (as described in more detail below). Currently, the Total Marketing Obligation is used for Local Health Center Marketing. Following written notice to you, we may decrease or increase and reallocate your total marketing obligation. (Franchise Agreement §9B)

We reserve the right to establish regional marketing funds (“Regional Marketing Funds”) and regional advertising cooperatives (“Regional Co-ops”); provided that you will not be required to contribute to a Regional Marketing Fund and a Regional Co-op at the same time. Membership shall include all Health Centers that are in the defined geographical area that we establish. If we establish a Regional Marketing Fund or Regional Co-op for a geographic area that includes your Health Center, you will be required to contribute a portion of your total marketing obligation to that Regional Marketing Fund or Regional Co-op. We will determine the geographic area covered by a Regional Marketing Fund or a Regional Co-op based on the location of the Health Center in the area and the reach of print, radio and television media in the area. Advertising that is funded by any Regional Marketing Fund or any Regional Co-op must conform to those advertising and sales promotions specified by us from time to time. Only company-owned businesses and franchised Health Centers in the geographic area covered by a Regional Marketing Fund or a Regional Co-op will be obligated to contribute to that Fund or Co-op. Both company-owned and franchised Health Centers will contribute to the Regional Marketing Fund or a Regional Co-op on the same basis. The maximum amount that each franchisee must contribute is the greater of (i) \$7,000 per month or (ii) 7% of the Gross Sales of the Health Center. As of the date of this disclosure document, we have not yet established any Regional Marketing Funds or Regional Co-ops. (Franchise Agreement §§ 9D and 9F)

We, or our designee, shall direct all advertising, marketing, and public relations programs and activities financed by the National Marketing Fund and any Regional Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities and the geographic, market and media placement and allocation of advertising and marketing materials. The advertising used by any fund may be national, regional, or local. The marketing materials prepared for the National Marketing Fund and any Regional Marketing Fund may be prepared by an in-house marketing department or any advertising agency. You must participate in all advertising, marketing, promotions, research, and public relations programs instituted by the National Marketing Fund or any Regional Marketing Fund. As of the date of this disclosure document, we have not yet established a National Marketing Fund. (Franchise Agreement §9C)

As noted above, in lieu of a Regional Marketing Fund for the area that includes your Franchised Location, we may establish a Regional Co-op. Monies in the Regional Co-op may be spent for the purposes determined by majority vote of the Regional Co-op on the basis of one vote for each Health Center in the Regional Co-op. The members will establish who will administer the Co-op. If the members of a Regional Co-op are unable or fail to determine how to spend Regional Co-op monies, Relive may assume this decision-making authority following advance written notice to the Regional Co-op members. Currently, there are no governing documents available.

Advertising that is funded by the National Marketing Fund, any Regional Marketing Fund or Regional Co-op Fund must conform to our advertising and sales promotions. We, or our designee, have the right to terminate (and subsequently restart) any of the advertising and cooperative funds and establish different advertising and/or cooperative funds. We may incorporate any advertising fund and may have a separate entity manage any advertising fund. We will not use any of the advertising funds for advertising that is principally a solicitation for the sale of franchises. We have not established an advisory council of franchisees to provide input on advertising matters, but we reserve the right to do so in the future.

Currently, you must spend \$7,000 per month or (ii) 7% of the Gross Sales of the Health Center on Local Health Center Marketing. If you are required to contribute (and you actually contribute) to a Regional Marketing Fund or a Regional Co-op, your Local Health Center Marketing obligation will be reduced by the amount of that contribution; we will not reimburse you for any amount that your contributions exceed your Local Health Center Marketing obligation. You may purchase Local Health Center Marketing materials from any source approved by us. We, or our designee, may furnish you with marketing, advertising, and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges. You may not modify such materials without our prior written consent. Your marketing, advertising, and promotional materials must bear the Marks in the form, color, location, and manner that we prescribe. In no event may your advertising contain any statement or material which, in our sole discretion, may be considered: (1) in bad taste or offensive to the public or to any group of persons; (2) defamatory of any person or an attack on any competitor; (3) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark, or identification; or (4) inconsistent with the public image of Relive or the System.

We will separately account for all of the advertising funds, but we are not required to segregate any of the funds from our other monies. None of the funds shall be used to defray any of our general operating expenses. Relive and its affiliates may be reimbursed by each fund for expenses directly related to the fund's marketing programs including conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to each fund. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Relive Health Centers to each fund during the year or cause each fund to invest any surplus for future use by the fund. We will prepare a report of the operations of the funds annually, which will be available to you upon written request. In spending advertising monies, we are not obligated to make expenditures for any franchisee that are equivalent or proportionate to that franchisee's contribution or to ensure that any particular franchisee benefits directly or on a pro rata basis from expenditure of the funds. The National Marketing Fund, any Regional Marketing Fund, and any Regional Co-op are not trusts and we assume no fiduciary duty to you in connection with administering these funds. The advertising funds are not currently audited and it is not anticipated that they will be. At this time, no national, regional, or regional co-op funds exist.

You must list the telephone number of the Health Center in any print and on-line telephone or business directories that we designate. You must place the listing with other Relive Health Centers operating within the distribution area.

We or our designee will direct all advertising, marketing, brand reputation, and public relations programs and activities financed by the National Marketing Fund and any Regional Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. The Funds may be used, among other things, to pay the costs of preparing and producing such associated materials and programs as we or our designee may determine, including (i) preparing and producing digital, video, audio and written advertising materials; (ii) developing, implementing, and maintaining an electronic commerce Website and/or related strategies; (iii) research, development and promotion to improve our System standards, customer loyalty programs, customer rewards programs, and brand reputation, including, without limitation, social media and reputation management programs; (iv) employing advertising agencies; (v) sponsorship of sporting, charitable or similar events; (vi) administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising agencies to assist with these

efforts; (vii) supporting public relations, market research and other advertising, promotional and marketing activities; (viii) and informational, operational and reporting system modifications, enhancements, or additions required to support our marketing efforts. You must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Funds.

We will separately account for payments to the Funds; however, we will not be required to segregate the monies in the Funds from our other monies. We will not use such monies to defray any of Relive's general operating expenses. The Funds may hire employees, either full-time or part-time, for administration of the Funds. We and our affiliates may be reimbursed by the Funds for expenses related to our marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Relive Businesses to the Funds during that year or cause the Funds to invest any surplus for future use by the Fund. We will prepare an annual statement of monies collected and costs incurred by each Fund and will furnish that statement to you within a reasonable period of time following our receipt of a written request from you. We or our designee will have the right to cause the Funds to be incorporated or operated through an entity separate from us at such time as we or our designee deems appropriate.

The Funds are intended to enhance recognition of the Marks and patronage of Relive Businesses. We will endeavor to utilize the monies in the Funds to develop advertising and marketing materials and programs and to place advertising that will benefit the System and all Relive Businesses contributing to the Funds. However, we are not obligated to ensure that expenditures by any Fund in or affecting any geographic area (including the Franchised Location) are proportionate or equivalent to the contributions to that Fund by Relive Businesses operating in that geographic area, or that any Relive Business will benefit directly or in proportion to its contribution to that Fund from the development of advertising and marketing materials or the placement of advertising. Neither we nor our designee assumes any direct or indirect liability to you with respect to the maintenance, direction or administration of the Funds. The Funds are not trusts and we assume no fiduciary duty to you in connection with the creation or administration of the Funds.

We reserve the right to: (a) suspend contributions to and operations of any Fund for any period that we determines to be appropriate; (b) terminate any Fund upon 30 days' written notice to you and establish a different marketing fund; (c) upon the written request of any Relive Business or any Company Owned Business, defer or waive, in whole or in part, any marketing contribution if, in our sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral; or (d) form and terminate advertising councils. Upon termination of any Fund, we will spend all monies in that Fund for advertising and/or promotional purposes. We have the right to reinstate any Fund upon 30 days' prior written notice to you.

Computer System and Software

We require that you purchase a computer system, including computer hardware and software, that meets our specifications. We have developed a software package with Salesforce, and this software is to be used as a CRM and ERM system. You must also purchase any upgrades or enhancements to the software that we develop. (Franchise Agreement §15C) We have the right to access and retrieve any data and information from your computer system that we deem appropriate, including electronically polling the daily sales and other data of the Health Center. The type of data to be stored includes Gross Sales amounts along with the breakout of the type of services provided and the amount of sales tax, if any, collected. There are no contractual limitations on our right to access this information and data.

Currently, you must purchase the POS hardware and office computer hardware that we designate. The cost of the POS and computer system ranges from \$1,500 to \$2,000. The cost for payment processing is 2.5% to 3% of revenue processed. You are also required to pay us a monthly Technology Fee, which includes

management software and payment processing. The current Technology Fee is ranges from \$861.50 to \$2,440.59 per month. We expect the cost of hardware and software, including upgrades and enhancements to the software, to be less than 2% of all your purchases and leases for the establishment and operation of the Health Center. You are required to upgrade or update these systems during the term of the Franchise Agreement, and there is no contractual limitation on the frequency and the cost of the obligation and we do not provide these services to you. We estimate that the current annual cost of any optional and/or required maintenance/support contract, including upgrades/updates, may be up to \$6,000, depending on number of licenses and types of equipment.

You are required to purchase and utilize the Driply tool from our affiliate, DMG at its then-current price. Currently, the fee is \$497 per month, per location, and is paid directly to DMG. You must also pay an SMS fee of \$0.039 per 160-character segment and an email fee of \$0.0034 per 160-character segment for texting and email usage through Driply. Driply is a HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. Driply is used in marketing efforts for lead management, customer follow up, form delivery, appointment booking, and automations. Currently, all upgrades and updates to this software are included in the monthly fee, as well as technical support. You may also purchase additional optional management services, which include personalized support, text automations support, email marketing, and landing page creation, through Driply for \$249 per month. There are no additional costs for any optional or required maintenance, updating, upgrading or support contracts in connection with the Driply software. You are not required to execute a separate software license agreement in connection with your use of Driply.

Site Selection Procedures

The Health Center must be in a specific location, which is selected by you. If you have not located, and we have not accepted, the site for the Health Center at the time of execution of the Franchise Agreement, you must locate, within 120 days after the date of the Franchise Agreement, a site suitable for the operation of a Health Center and acceptable to us within a geographical area designated in an exhibit to the Franchise Agreement (the "Area"). You must submit a site report, in the form specified by us, for the proposed site within the Area that meets our standard site selection criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from other businesses within the Area, the proximity of competing businesses, the nature of other businesses in proximity to the site, and other commercial characteristics and the size, appearance, and other physical characteristics of the site. We will use a reasonable amount of time, effort, and money to inspect the site you propose. We will, in our discretion, accept or not accept the proposed site for the Health Center, and notify you within 30 days after we receive the complete site report and other materials we request containing all information we reasonably require. If you are unable to locate an acceptable site within the time specified above, we may terminate the Franchise Agreement. Our acceptance of a proposed site does not constitute a warranty or representation of any kind, express or implied, as to the suitability of the proposed site for a Health Center or for any other purpose, and our selection or acceptance of your site merely signifies that we are willing to grant a franchise for a Health Center at the proposed site. (Franchise Agreement §3) Currently, we do not own any of the premises occupied by any franchisees or lease the premises to any franchisees but reserve the right to do so in the future.

Time Between Signing of Franchise Agreement and the Opening of the Health Center

We estimate that there will be 6 to 12 months between the signing of your Franchise Agreement and the opening of your Health Center, but the interval may vary depending on factors such as the location and condition of the site, the construction schedule for the Health Center, and the extent to which an existing location must be upgraded or remodeled. Also, you will not be permitted to open your Health Center until: (1) you have fulfilled all of your development obligations under the Franchise Agreement; (2) we determine that your Health Center has been constructed, decorated, furnished, equipped, and stocked with materials and supplies in accordance with approved plans and specifications; (3) your Health Center managers and other personnel have completed pre-opening training to our satisfaction; (4) you have paid us the initial franchise fee and all other amounts then owed to us; and (5) you have furnished us with copies of all required insurance policies, or other evidence of insurance

coverage and payment of premiums as we request, and with certification that you have obtained all required building, utility, sign, health, sanitation, business, and other permits and licenses.

Training Program

As part of our franchise application process, your Principal Operator and Health Center staff must participate in, and successfully complete, our 2 to 6-week (depending on applicant's skill level) training program, which will occur after the Franchise Agreement is executed, and 5 to 6 weeks prior to the opening of the Health Center. The training program is held on an as-needed basis. The instructional materials consist of our Manuals, documents, modules, videos, and on-the-job functional training.

The initial training program will include training at the Flagship Health Center in the Stuart, Florida area or a Pilot Health Center that we designate. You must attend, and must designate your Health Center trainees to attend our initial training program. We do not charge a training fee for the initial training program, however, you will be responsible for all compensation, insurance, travel, and living expenses which you and your trainees incur in connection with the initial training program. All manager trainees must complete all phases of the initial training program to our satisfaction. We will give you adequate feedback on your team's readiness and ability to perform in their role within the Health Center.

If your Health Center receives inspection reports from us which are unsatisfactory in any manner, we may require your Certified Managers to attend refresher courses at locations designated by us. You will be responsible for all compensation, insurance, travel, and living expenses of personnel attending these courses. (Franchise Agreement §12E)

You must also attend our Annual Education Day. We may charge you a reasonable registration fee up to \$500 for each individual that attends or participates in the Annual Education Day. You are responsible for the cost of your travel, lodging, and meals.

Type of Instruction in Initial Training

The initial training program consists of 40 to 240 hours of classroom and on the job training. We have the right to modify the duration or content of the initial training program for any trainee. We offer the initial training program periodically during the year on an as-needed basis. The initial training program is scheduled so that it is completed sufficiently in advance of your Health Center's initial opening to afford adequate time for the Health Center set-up and the hiring and training of employees before the opening of the Health Center. The initial training program is mandatory for all franchisees. . Training for an unlicensed franchisee will focus exclusively on the operation of the business, retail, and back-office functions, and will avoid training that could be considered the practice of medicine.

Your Principal Operator and Health Center staff must participate in, and successfully complete, our 2 to 6 week (depending on applicant's skill level) training program, which training will occur after the Franchise Agreement is executed, and 5 to 6 weeks prior to the opening of the Health Center.

Experience of Instructors

Kameron Harris, our Chief of Operations, oversees our training program and has 9 years of experience in the industry and 6 years of experience with the franchisor. In addition, we will provide qualified trainers for the training program, which may include the officers of Relive and staff at the Stuart location. Our corporate trainers have direct experience with operating a Relive Health Center, and with various aspects of the medical health

center industry or with franchising generally and will have a minimum of 1 year of industry experience.

Training Detail

The subjects covered by the various training programs are described in the following charts.

TRAINING PROGRAM

Front of House

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service: Phone etiquette, proper engagement on phone and in office	2	As required to demonstrate competency	Stuart, FL or closest location
Patient scheduling platform and Salesforce CRM, lead management system	6	As required to demonstrate competency	Stuart, FL or closest location
POS System: Chargent Operating Instructions	2	As required to demonstrate competency	Stuart, FL or closest location
Patient onboarding/discharge, intake and consents, follow up	2	As required to demonstrate competency	Stuart, FL or closest location
Time management	1	As required to demonstrate competency	Stuart, FL or closest location
Daily Tasks	3	As required to demonstrate competency	Stuart, FL or closest location
Product/ Services knowledge	10	As required to demonstrate competency	Stuart, FL or closest location
HIPAA Certification	1.5	As required to demonstrate competency	Remote
Total	27.5	27.5-219.50	

Registered Nurse

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
----------------	--	---	-----------------

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service Expectations	1	As required to demonstrate competency	Stuart, FL
Patient onboarding/ discharge: maintaining file integrity, Charting and updating Salesforce	8	As required to demonstrate competency	Stuart, FL
Protocol of patient services/product	8	As required to demonstrate competency	Stuart, FL
Administering Vitamin Therapy,Ozone Therapy, and various shots	9	As required to demonstrate competency	Stuart, FL
Safety &Health Procedures, Biomedical waste handling/disposal	3	As required to demonstrate competency	Stuart, FL
Set up/organization of Nurses station	8	As required to demonstrate competency	Stuart, FL
Additional product/services knowledge	10	As required to demonstrate competency	Stuart, FL
Time Management/Patient flow/Patient Scheduling	2	As required to demonstrate competency	Stuart, FL
Manage inventory/orders from vendors	4	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	54.5	40-240	

Client Advocate

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service: phone and in office contact	6	As required to demonstrate competency	Stuart, FL
Lead generation software: how to use Highlevel	8	As required to demonstrate competency	Stuart, FL
CRM Software: how to use Salesforce	10	As required to demonstrate competency	Stuart, FL
Patient Management / Retention	4	As required to demonstrate competency	Stuart, FL
POS System	3	As required to demonstrate competency	Stuart, FL
Product and Services provided: features and benefits	8	As required to demonstrate competency	Stuart, FL
Pricing packages of various services/programs offered	8	As required to demonstrate competency	Stuart, FL
Acuity: patient scheduling system	6	As required to demonstrate competency	Stuart, FL
Patient onboarding and discharge	4	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	58.5	40-240	

Nurse Practitioner/Physician Assistant

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service skills: on phone and in office	1	As required to demonstrate competency	Stuart, FL
Patient onboarding and discharge; Maintaining patient file integrity; Patient care update in Salesforce, charting Health Center notes	8	As required to demonstrate competency	Stuart, FL
EMR Software: How to use Salesforce	8	As required to demonstrate competency	Stuart, FL
Health Center management	5	As required to demonstrate competency	Stuart, FL
Protocol of services and products	8	As required to demonstrate competency	Stuart, FL
Metabolic Mentor University	15	As required to demonstrate competency	Remote
HRT/Peptide and supplement product knowledge	10	As required to demonstrate competency	Stuart, FL
Blood panel review	8	As required to demonstrate competency	Stuart, FL
Complete physicals	8	As required to demonstrate competency	Stuart, FL
Organization of nurse's station	4	As required to demonstrate competency	Stuart, FL
Supply vendor communication/ ordering	3	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	79.5	40-240	

Note to Training Table:

⁽¹⁾ The initial training program is conducted at Stuart, Florida at the headquarters of Relive. We also reserve the right to conduct the initial training at other Relive Health Centers depending on various factors including the availability of personnel and trainers.

Injector Training (Nurse Practitioner/Physician Assistant)

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Didactic Training (Beginner) Lecture Training & Hands-on Neurotoxin. Certification of Completion	8-12	As Required to Demonstrate Competency	School of Choice (Approved by Franchisor)
Xeomin Bootcamp- Day 1 (Beginner) Toxin 101: Science, Anatomy of Toxin, Injection Technique, Reconstitution	1.5	As Required to Demonstrate Competency	Online
Xeomin Bootcamp-Day 2(Beginner) The Xeomin Consult: Disposition, Consultation, Engagement, Patient Loyalty	1	As Required to Demonstrate Competency	Online
PACE-(Intermediate) Must be completed before MAC HA Dermal Filler Several Modalities on And Off Label Procedures	Ongoing	As Required to Demonstrate Competency	Relive Health Location
MAC-(Intermediate) Lecture & Use of Hyperdilute Biostimulatory Fillers. Radiesse, Radiesse+, Belotero, Hyperdilute CaHA on and off Label	Ongoing	As Required to Demonstrate Competency	Relive Health Location
Varies Continued Educational Trainings / Additional Vendor Trainings Offered. (Advanced)	Ongoing	As Required to Demonstrate Competency	Online/Relive Health Location
Cadaver (Advanced) Lecture, Extensive Cadaver Demonstration of Anatomy, Anatomical Landmarks, Myriad of the Nerve & Vascular Bundle, Anatomy & Associated Structures	8-12	As Required to Demonstrate Competency	School of Choice (Approved by Franchisor)
Total	18.5-26.5		

Medical Aesthetician

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service Expectations	1	As Required to Demonstrate Competency	Stuart, FL
Patient Onboarding & Discharge	1	As Required to Demonstrate Competency	Stuart, FL
Patient Management & Retention	8	As Required to Demonstrate Competency	Stuart, FL
Protocol of Services & Products	5	As Required to Demonstrate Competency	Stuart, FL
ZO Certifications: Extensive Knowledge of Ingredients, Features, Benefits, & On-Site Training	16	Once Certification has Been Obtained	Online/OnSite Health Center Training
HydraFacial Certifications: 101, 201, 301 & Online/ On-Site Device Training	8	Once Certification has Been Obtained	Online/On Site Device Training
Pre & Post Care Education	1	As Required to Demonstrate Competency	Stuart, FL
Patient Scheduling Platform, Time Management & Patient Flow	4	As Required to Demonstrate Competency	Stuart, FL
Salesforce CRM for Patient Management, Charting & Documentation	4	As Required to Demonstrate Competency	Stuart, FL
Managing Supplies, Inventory & Ordering	1	As Required to Demonstrate Competency	Stuart, FL
Room Ambiance, Sanitation & Disinfection	1	As Required to Demonstrate Competency	Stuart, FL
Lead Generation	2	As Required to Demonstrate Competency	Stuart, FL
Social Media Etiquette & Expectations	1	As Required to Demonstrate Competency	Stuart, FL
Intake Forms, Informed Consent	1	As Required to Demonstrate Competency	Stuart, FL
HIPAA	1.5	As Required to Demonstrate Competency	Stuart, FL
OSHA & Biomedical Waste Education	3	As Required to Demonstrate Competency	Online/ On-Site Training
Lutronic Clarity, Ultra, Genius O/ On Site/ Online Training	10	As Required to Demonstrate Competency	Online/On-Site Health Center Training
Total	68.5	40-240	

Note to Training Table:

- ⁽¹⁾ The Franchisee Training Program lasts for four days and may be conducted, in our sole discretion, online via live and/or recorded sessions or in person at our headquarters in Stuart, Florida. If we conduct in-person training, portions of such training may be provided via online “eLearning” modules. Portions of the Franchisee Training Program may be conducted at Health Centers that we may designate from time to time once you have been fully trained. As of the date of this Disclosure Document, our Franchisee Training Program occurs every month and is held online; however, the training schedule and location of training may change throughout the year. The Franchisee Training Program is timed as close as possible to the opening of your Pilot Health Center.

ITEM 12 TERRITORY

Your Protected Area

You will not receive an exclusive territory. You may face competition from other franchisees, from health centers that we own, or from other channels of distribution or competitive brands that we control. Your Health Center must be in a specific location, and you may not operate the Health Center at any other location or relocate the Health Center without our prior written consent. If you are in full compliance with the Franchise Agreement, and any other agreements with us or any of our affiliates, we may agree to relocate a Health Center for you. We will follow the same procedure and factors to evaluate your relocation request as we do for a new site proposal. We will not open company-owned or franchised Health Centers within the geographical area described in an exhibit to the Franchise Agreement (“Protected Area”). The minimum Protected Area will be determined by a demographic analysis performed by us, but will not be smaller than a 1-mile radius. Continuation of your right to a Protected Area is not dependent upon achievement of any certain sales volume, market penetration, or other contingency. The Protected Area may not be altered except by mutual written agreement. You do not have any options, rights of first refusal, or any other similar right to acquire additional franchises.

If you are in default under the Franchise Agreement, we may terminate the Franchise Agreement and any exclusivity in the Protected Area. You do not receive any rights of first refusal, options, or similar rights under the Franchise Agreement to develop or operate additional Health Centers.

Our Reservation of Rights

Except as otherwise provided, we retain the right, in our discretion to: (a) operate, and grant to others the right to operate, Health Centers at locations and on conditions as we deem appropriate outside of your Protected Area; and (b) sell Products utilizing the Marks through retail outlets other than the Health Centers. The Protected Area defined in the Franchise Agreement relates to competition from other Health Centers. We, or our designees, can, in certain instances, operate in the Protected Area. We have the right to sell Products ourselves, or through our designees, at various retail outlets, as well as major events, such as conventions and trade shows.

We retain the right to operate, and grant franchises to others to operate, Health Centers specializing in the sale of products, other than the Products, utilizing the Marks. We do not currently license, or franchise any operations selling, any products competitive with, or the same as or similar to, the Products found in the Health Centers, and we have not presently formulated any plans to do so. We have established company-owned outlets and have the right to establish others. We retain the right to establish other channels of distribution selling similar products or services under a different trademark.

Although we have not done so, we and our affiliates may sell products under the Marks within and outside your Protected Area through any method of distribution other than a dedicated Relive Health Center, including sales through such channels of distribution as the Internet, telemarketing, or other direct marketing sales (collectively, “alternative distribution channels”). You may not use alternative distribution channels to make sales outside or inside your Protected Area and you will receive no compensation for our sales through alternative

distribution channels.

You may solicit or accept orders from customers outside your Protected Area, but you may not use alternative distribution channels to solicit or fill orders. You may not deliver outside your Protected Area without our prior written consent.

We and our affiliates can use alternative channels of distribution to make sales within your Protected Area of products or services under trademarks different from the Marks you will use under the Franchise Agreement, but we and our affiliates have not yet made any sales of this type.





ITEM 13 TRADEMARKS

We have registered the following Principal Mark on the Principal Register of the U.S. Patent and Trademark Office (the “USPTO”):

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

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

We also applied to register the following trademarks on the Principal Register of the USPTO based on the intent to use:

Mark	Serial Number	Filing Date	Register
Relive	97692121	November 25, 2022	Principal
	97692125	November 25, 2022	Principal
	97763501	January 22, 2023	Principal
	97763502	January 1, 2023	Principal
	97692128	November 25, 2022	Principal

	97938947	May 16, 2023	Principal
	97938952	May 16, 2023	Principal
	97938958	May 16, 2023	Principal
	97938964	May 16, 2023	Principal



Common Law Rights

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

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

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

There are no presently effective rulings of the USPTO, the Trademark Trial and Appeal Board, the

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

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

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

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

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

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement requires that you must immediately notify us of any apparent infringement of, or challenge to, our use of any Mark, or claim by any person of any rights in any Mark, and you must not communicate with any person other than us or our counsel in connection with any such infringement, challenge, or claim.

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

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own patents or copyrights which are material to the franchise described in this franchise disclosure document, but you can use the proprietary information in our Manuals. Item 11 describes the Manuals. You must operate the Health Center in accordance with the standards, methods, policies, and procedures specified

in the Manuals, and Standard Operating Procedures, as we revise them from time to time. You must treat the Manuals, and the information contained in them, as confidential, and must use all reasonable efforts to maintain such information as secret and confidential. You must not at any time copy, duplicate, record, or otherwise reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manuals will at all times remain our sole property and must be kept in a secure place.

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

There is no current material determination of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any patent or copyright. There is no agreement that limits the use of any patent, patent application, or copyright. We have no obligation to protect any patent, patent application, or copyright, and we have no obligation to defend you against claims arising from the use of patented or copyrighted items. We are not aware of any patent or copyright infringement that could materially affect you.

You must not, during or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of any other persons, partnership, association, or corporation, any confidential information, knowledge, or know-how concerning the methods of operation of the Health Center which may be communicated to you or of which you may be apprised by virtue of your operation under the Franchise Agreement. You may divulge such confidential information only to those employees who must have access to it in order to perform their employment responsibilities. Any and all information, knowledge, know-how, and techniques which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement.

At our request, you must require any employees having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive during their association with you. Such covenants must be in a form approved by us, including specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them.

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

Your Health Center must, at all times, be under the direct, on-premises supervision of a Certified Manager who has satisfactorily completed our training program as described in Item 11. If you are an individual, you may, but are not required to, be the Certified Manager. This is not a “passive” investment but requires the day-to-day supervision by you (or your designee) of the operation of the Health Center. You are not our employee but are your own boss under the Franchise Agreement. You (or your designee) will remain active in overseeing the operations of the Health Center. You (or your designee) will hire all employees of the Health Center and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Health Center. It is our custom not to require that the Certified Manager have an equity interest in your business. The Certified Manager may be required to enter into an agreement not to reveal confidential information obtained in the course of his or her employment with you. The on-premises Certified Manager is not required to have an equity interest in your business.

If you are a corporation, limited liability company, or partnership, each shareholder, member or partner and their spouse must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by and personally liable for the breach of, every provision of the Franchise Agreement.

In any situation in which you align with a Professional Corporation (“PC”) for the delegation of medical services and supervision, you predominantly assume operational and administrative oversight. Additionally, you navigate non-medical operations, such as marketing initiatives, customer service, and general administrative

duties. Financial management, including overseeing billing for non-medical services, conducting payroll processes, and handling operational costs, also falls under the purview of the franchisee. Moreover, the maintenance and legal compliance of facilities, especially according to specifications delineated by the PC, rest within the franchisee's sphere of responsibility. The PC, conversely, bears medical and clinical oversight, establishing itself as the entity making independent medical decisions. It is responsible for selecting, overseeing, and managing licensed medical personnel while adhering to professional, legal, and ethical standards. The PC also decides the necessary medical equipment and supplies, ensuring they align with requisite industry and professional standards, and is in charge of medical legal and regulatory compliance. Moreover, it manages and protects patient records, asserting compliance with healthcare-specific data protection laws like HIPAA, and oversees and manages patient care, ensuring it adheres to healthcare guidelines and professional regulations.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

For a description of your restrictions on some purchases, see Item 8 of this franchise disclosure document.

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

You are restricted to only offering the products that we designate within your facility. There are no restrictions with respect to the customers whom you may solicit, with the exception of purposefully soliciting patients from another Relive health center.

In any situation in which you align with a Professional Corporation (PC) for the delegation of medical services and supervision, it is your responsibility to handle the logistical, financial, and operational aspects related to products and supplies. This may involve (1) sourcing vendors, managing inventory, handling ordering processes, coordinating deliveries, and overseeing financial transactions related to the procurement of supplies and products; (2) managing logistics, such as ensuring timely availability and adequacy of stock; and (3) negotiating contracts and prices with suppliers, managing budgets, and ensuring that the operational facet related to products and supplies operates cohesively. Conversely, the PC ensures that decisions related to the selection of medical products and supplies are made with patient care, safety, and regulatory compliance at the forefront. The PC thus determines which medical products and supplies are to be utilized, ensuring that they adhere to industry standards and are clinically appropriate. It ensures that the quality, safety, and efficacy of medical products and supplies are not compromised and aligns with relevant medical and legal standards.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	§ 2A of Franchise Agreement	10 years
b. Renewal or extension of the term	§ 2B of Franchise Agreement	2 renewal term of 5 years, subject to contractual requirements
c. Requirements for you to renew or extend	§ 2B of Franchise Agreement	Notice, satisfaction of monetary obligations, compliance with Franchise Agreement, execute new Franchise Agreement, execute a general release of Relive and others. You may be asked to sign a contract with materially different terms and conditions than your original contract. The Protected Area and Royalty Fee may be materially different from that contained in the current Franchise Agreement. The Royalty Fee will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
d. Termination by you	§ 23 of Franchise Agreement	You may terminate the Franchise Agreement if (i) your Health Center has been operating for 36 months, (ii) you provide 120 days notice to us, and (iii) your Health Center has a negative EBITDA over the aggregated past 24 full calendar months prior to the date of the notice of termination.
e. Termination by us without cause	None	
f. Termination by us with cause	§ 23 of Franchise Agreement	Breach of Franchise Agreement and other grounds. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
g. "Cause" defined defaults that can be cured	§ 23 of Franchise Agreement	Breach of Franchise Agreement
h. "Cause" defined defaults that cannot be cured	§ 23 of Franchise Agreement	Breach of Franchise Agreement and other grounds
i. Your obligations on termination/non-renewal	§ 24 of Franchise Agreement	Obligations include complete de-identification, payment of amounts due, and covenant not to compete against us
j. Assignment of contract by use	§ 19 of Franchise Agreement	No restriction on right to transfer or assign

Provision	Section in the Franchise Agreement	Summary
k. "Transfer" by you- defined	§ 20 of Franchise Agreement	Includes transfer of interest in Franchise Agreement, Franchise, you, or all or substantially all of the assets of your business
l. Our approval of transfer by you	§ 20 of Franchise Agreement	We must approve transfers
m. Conditions for our approval of transfer	§ 20 of Franchise Agreement	Includes payment of money owed, non-default, execution of release, transferee qualifications, execution of new agreement or assignment, and payment of transfer fee. The general release required as a condition of transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
n. Our right of first refusal to acquire your Franchised Outlet	§ 20 of Franchise Agreement	We can match any offer
o. Our option to purchase your Outlet	§ 25 of Franchise Agreement	Upon expiration or termination, we can buy certain assets
p. Death or disability	§ 20 of Franchise Agreement	Franchise Agreement must be assigned to approved transferee within 6 months
q. Non-competition covenants during the term of the franchise	§ 22 of Franchise Agreement	Includes prohibition on owning or operating business which sells similar products
r. Non-competition covenants after the franchise is terminated or expires	§ 22 of Franchise Agreement	Includes 2-year prohibition similar to ours and a geographic limitation
s. Modification of the agreement	§ 31 of Franchise Agreement	Must be in writing by both parties
t. Integration/merger clause	§ 31 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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

Provision	Section in the Franchise Agreement	Summary
		(ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
u. Dispute resolution by arbitration or mediation	§ 32B of Franchise Agreement	To be conducted in Stuart, Florida. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a developer to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
v. Choice of forum	§ 32C of Franchise Agreement	Stuart, Florida (subject to applicable state law)
w. Choice of law	§ 32D of Franchise Agreement	Florida (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2023, our fiscal year end, we had 2 company-owned and 12 franchised outlets open and operating. This financial performance representation includes the results of our 2 company-owned outlets and ~~86~~ franchised outlets. We have excluded ~~the results of 6 franchised outlets that did not operate for all 12 months and would not present a full year's financial representations. Two franchised outlets were transferred to new franchise owners and 4 franchised outlets that opened during fiscal year 2023 and did not operate for all 12 months.~~

Financial Performance¹ Sales Summary Fiscal Year 2023- Franchised Outlets

Location	Open Date	Yrs In Ops	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location	
Outlet 1	Sep-18	5.3	109,838.05	101,111.11	109,694.60	110,834.68	140,938.14	106,915.69	96,644.54	112,876.57	103,287.59	136,796.36	116,355.51	80,244.78	1,325,537.62	110,461.47	
Outlet 2	Sep-20	3.3	113,249.36	77,356.27	97,997.09	89,177.09	105,953.48	99,625.29	88,898.28	98,027.17	70,396.66	88,578.29	73,418.88	102,904.64	1,105,582.50	92,131.88	
Outlet 3	Oct-20	3.2	272,053.05	251,230.83	312,795.76	240,521.71	242,460.89	228,799.03	198,011.00	175,726.00	195,458.00	223,649.00	224,651.00	219,249.72	2,784,605.99	232,050.50	
Outlet 4	May-21	2.7	99,404.36	81,849.54	100,703.41	105,828.58	112,431.77	106,516.03	118,900.00	90,460.00	119,013.00	120,981.00	78,115.00	58,946.70	1,193,149.39	99,429.12	
Outlet 5	Jan-22	2.0	110,893.00	111,287.53	127,351.50	134,023.00	143,780.08	159,692.71	124,869.00	149,880.00	132,745.00	153,233.00	142,839.00	156,441.71	1,647,035.53	137,252.96	
Outlet 6	Feb-22	1.9	137,281.56	143,154.77	173,064.84	186,502.54	208,224.11	220,411.50	230,312.00	269,158.00	225,773.00	268,343.00	303,812.00	225,378.22	2,591,415.54	215,951.30	
Outlet 7	Jul-22	1.5	81,138.25	95,792.68	101,259.74	81,364.39	113,475.40	100,034.36	95,205.00	73,331.00	83,820.00	74,939.00	63,697.00	57,628.91	1,021,685.73	85,140.48	
Outlet 8	Dec-22	1.1	33,554.12	92,189.81	67,929.45	72,211.48	84,576.58	87,192.37	79,927.00	87,932.00	93,053.00	76,606.00	78,439.00	81,179.73	923,144.54	76,928.71	
			957,411.75	953,892.54	1,080,790.39	1,020,463.47	1,151,840.45	1,109,126.98	1,031,866.82	1,056,790.74	1,023,546.25	1,143,125.65	1,081,327.39	981,974.41	12,592,156.84	1,049,346.40	
			119,676.47	119,236.57	135,098.80	127,557.93	143,980.06	138,640.87	128,983.35	132,098.84	127,943.28	142,890.71	135,165.92	122,746.80	1,574,019.61	131,168.30	
Time Period										n	Avg	Median	Highest	Lowest			
										1-3 Years	5	1,475,286	1,193,149	2,591,416	923,145		
										3+ Years	3	1,738,575	1,325,538	2,784,606	1,105,583		

Sales Summary - Unaudited Franchise Locations																		
12/31/2023																		
Location	Open Date	Yrs In Ops	State	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location	
Lakeland	Sep-18	5.3	HN	109,838.00	101,111.11	109,694.60	110,834.68	140,938.14	106,915.69	96,644.54	112,876.57	103,287.59	136,796.36	116,355.51	80,244.78	1,325,537.62	110,461.47	
Corpus Christi	Sep-20	3.3	TX	113,249.36	77,356.27	97,997.09	89,177.09	105,953.48	99,625.29	88,898.28	98,027.17	70,396.66	88,578.29	73,418.88	102,904.64	1,105,582.50	92,131.88	
Wetlington	Oct-20	3.2	FL	272,053.05	251,230.83	312,795.76	240,521.71	242,460.89	228,799.03	198,011.00	175,726.00	195,458.00	223,649.00	224,651.00	219,249.72	2,784,605.99	232,050.50	
Port St Lucie	Jan-22	2.0	FL	110,893.00	111,287.53	127,351.50	134,023.00	143,780.08	159,692.71	124,869.00	149,880.00	132,745.00	153,233.00	142,839.00	156,441.71	1,647,035.53	137,252.96	
Viana	Feb-22	1.9	FL	137,281.56	143,154.77	173,064.84	186,502.54	208,224.11	220,411.50	230,312.00	269,158.00	225,773.00	268,343.00	303,812.00	225,378.22	2,591,415.54	215,951.30	
Delray Beach	Dec-22	1.1	FL	33,554.12	92,189.81	67,929.45	72,211.48	84,576.58	87,192.37	79,927.00	87,932.00	93,053.00	76,606.00	78,439.00	81,179.73	923,144.54	76,928.71	
				778,888.14	778,238.12	878,827.24	833,278.58	925,933.28	882,578.59	817,741.82	892,999.74	820,713.25	947,285.65	939,515.39	865,598.88	10,377,321.72	884,776.81	
				Average	129,478.19	129,375.05	148,471.21	138,878.42	154,322.21	150,429.43	136,293.54	148,839.29	136,795.54	157,847.61	158,585.90	144,231.13	1,738,575.62	144,129.47
Time Period										n	Avg	Median	Highest	Lowest				
										1-3 Years	3	1,738,532	1,325,538	2,784,606	1,105,583			
										3+ Years	3	1,738,575	1,325,538	2,784,606	1,105,583			

Sales Summary Fiscal Year 2023- Company-owned Outlets

Location	Open Date	Yrs In Ops	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location	
Stuart	Jul-17	6.5	300,408.67	283,211.10	342,062.41	321,669.41	306,978.00	332,740.00	298,641.00	314,734.00	272,153.00	354,973.00	320,693.00	278,652.01	3,726,915.60	310,576.30	
PalM Beach	Apr-21	2.8	141,078.37	116,951.33	126,714.49	105,869.52	115,457.06	95,623.00	112,803.00	120,347.00	137,385.00	101,886.00	111,320.00	115,710.04	1,401,144.81	116,762.07	
			441,487.04	400,162.43	468,776.90	427,538.93	422,435.06	428,363.00	411,444.00	435,081.00	409,538.00	456,859.00	432,013.00	394,362.05	5,128,060.41	427,338.37	
			220,743.32	200,081.22	234,388.43	213,769.47	211,217.33	214,181.30	205,722.00	217,940.30	204,769.00	226,429.30	216,006.30	197,181.03	2,964,030.21	213,669.18	
Time Period										n	Avg						
										1-3 Years	1	1,401,145					
										3+ Years	1	3,726,916					

Expense Summary 2023 - Franchised Outlets^{2,3,4}

2023 Expense Summary - Unaudited Franchisee Locations				
Health Center Name	Outlet 1 % Of income	Outlet 2 % Of income	Outlet 3 % Of income	% Of income
Total Revenue	100%	100%	100%	100%
Cost of Goods - Supplies	38%	37%	29%	35%
Merchant Fees	2%	2%	2%	2%
Total Facility Expense	22%	3%	6%	8%
Total Wages	53%	22%	24%	30%
Total General & Operating	12%	7%	9%	9%
Total Advertising Expense	15%	6%	7%	8%
EBITDA	-53%	21%	17%	3%

~~Expense Summary 2023 – Company Owned Outlets^{2,3}~~

2023 Expense Summary - Unaudited Corporate Locations				
Health Center Name	Stuart % Of income	%	Palm Beach Gardens % Of income	% Of income
Cost of Goods - Supplies		36%	37%	36%
Merchant Fees		3%	2%	3%
Total Facility Expense		2%	6%	3%
Total Wages		24%	27%	24%
Total General & Operating		9%	8%	8%
Total Advertising Expense		4%	8%	5%
EBITDA		22%	8%	18%

¹The information contained in these Tables has not been audited.

Sales Summary - Unaudited Corporate Locations																	
12/31/2023																	
Location	Open Date	Yrs In Ops	State	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location
Stuart	Jul-17	6.5	FL	390,406.67	283,211.19	342,062.81	321,899.41	306,978.00	332,740.00	296,641.00	314,734.00	273,153.00	254,973.00	320,893.00	278,632.31	3,726,935.00	310,576.33
Palm Beach Gardens	Apr-21	2.8	FL	141,678.37	116,951.33	126,714.49	105,889.52	115,457.00	95,623.00	112,803.00	120,347.00	137,365.00	101,886.00	111,329.00	115,719.04	1,401,144.81	116,762.97
Total				532,085.04	400,162.53	468,777.30	427,788.93	422,435.00	428,363.00	411,444.00	435,081.00	409,518.00	356,859.00	432,222.00	394,351.35	5,128,079.81	427,339.37
Average				226,742.52	200,081.22	234,388.65	213,794.47	211,217.50	214,181.50	205,722.00	217,540.50	204,759.00	178,429.50	216,111.00	197,181.03	2,564,039.21	213,869.18
											Time Period		n	Avg			
											1-3 Years		1	1,401,145			
											3+ Years		1	3,726,936			

¹ Sales means all revenue less taxes and refunds to customers.

³ EBITDA means earnings before interest, taxes, depreciation, and amortization.

⁴ 5 franchised outlets did not report cost information and thus were excluded from the reporting on the Expense Summary.

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

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

Other than the above disclosure, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Chief Legal Officer by contacting Margaret Lai, Esq., Relive Headquarters, 838 SW Federal Highway, Stuart, Florida 34994, (772) 631-7266, margaret.lai@relivehealth.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	4	5	+1
	2022	5	8	+3
	2023	8	12	+4
Company-Owned⁽²⁾	2021	3	4	+1
	2022	4	3	-1
	2023	3	2	-1
Total Outlets	2021	7	9	+2
	2022	9	11	+2

	2023	11	14	+3
--	-------------	-----------	-----------	-----------

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023

State	Year	Number of Transfers
Florida	2021	0
	2022	1
	2023	1
Maryland	2021	0
	2022	0
	2023	1
Total	2021	0
	2022	1
	2023	2

Table No. 3
Status of Franchised Outlets For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year ⁽¹⁾
Florida	2021	3	1	1	0	1	0	2
	2022	2	3	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Georgia	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Maryland	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Minnesota	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	0	0	0	0	0	0	0

New Jersey	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Texas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TOTAL	2021	4	3	1	0	1	0	5
	2022	5	3	0	0	0	0	8
	2023	8	4	0	0	0	0	12

Table No. 4
Status of Company-Owned Outlets For Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed or Otherwise Terminated	Outlets Sold to Franchisee	Outlets at End of the Year ⁽¹⁾
Florida	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3
	2023	3	0	0	1	0	2
New York	2021	1*	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
Total	2021	3	0	1	0	0	4
	2022	4	0	0	1	0	3
	2023	3	0	0	1	0	2

* The New York location is a “corporate-owned” location. As disclosed in Item 3, there is litigation concerning this location.

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Colorado	2	0	0
Connecticut	2	0	0
District of Columbia	2	0	0
Florida	4	2	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Georgia	2	2	0
Maryland	2	0	0
North Carolina	2	1	0
New Jersey	2	0	0
New York	2	1	0
Pennsylvania	1	0	0
South Carolina	1	0	0
Tennessee	3	3	0
Texas	11	4	0
Virginia	2	1	0
Total	38	14	0

NOTES TO TABLES NO. 1 - 4:

(1) The numbers for 2021-2023 are as of December 31 of each year. States not listed had no Health Centers during 2021-2023.

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

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed a confidentiality clause in a franchise agreement, settlement, or other contract within the last three years that would restrict their ability to speak openly about their experience with us.

Attachment G includes a list of the franchised businesses and former franchisees as of December 31, 2023 and a list of the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. We currently have 17 Area Representatives.

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

ITEM 21 FINANCIAL STATEMENTS

Attached to this Disclosure Documents as Attachment D are the following financial statements:

The balance sheet as of December 31, 2023, December 31, 2022, and December 31, 2021 and statements of operations and members' equity, and cash flows for the years ended December 31, 2023, December 31, 2022, and

December 31, 2021, all of which have been audited by an independent auditor using generally accepted United States auditing standards. Also attached are our unaudited financial statements as of June 30, 2024

ITEM 22 CONTRACTS

The following agreements are included in this disclosure document:

Exhibit A -- Franchise Agreement

Exhibit E -- State-Specific FDD and Agreement Addenda

Exhibit G -- Non-Disclosure Agreement

Exhibit I – Franchisee Acknowledgement Statement, as permitted by state law

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

ITEM 23 RECEIPT

The last two pages of this disclosure document are detachable receipt pages. Please sign and date each of them as of the date you received this disclosure document, return one copy to us and retain the other for your records.

EXHIBIT A

FRANCHISE AGREEMENT



Relive Franchising LLC
Franchise Agreement

TABLE OF CONTENTS

	<u>Page</u>
1. GRANT OF FRANCHISE	2
2. TERM	3
3. DEVELOPMENT PROCEDURES	5
4. LEASE PROVISIONS.....	7
5. CONSTRUCTION OF THE BUSINESS	8
6. RIGHT TO OPEN THE BUSINESS	10
7. FEES	11
8. RECORDKEEPING AND REPORTS	13
9. MARKETING AND PROMOTION	15
10. MANUALS.....	20
11. MODIFICATIONS OF THE SYSTEM	20
12. TRAINING	21
13. ADDITIONAL SERVICES BY RELIVE	22
14. INSPECTIONS	23
15. PERFORMANCE STANDARDS AND UNIFORMITY OF OPERATION.....	23
16. MARKS	33
17. INSURANCE.....	34
18. ORGANIZATION AND MANAGEMENT OF FRANCHISEE	36
19. TRANSFERS BY RELIVE	38
20. TRANSFERS BY FRANCHISEE.....	38
21. INTENTIONALLY DELETED	43
22. COVENANTS	43
23. DEFAULT AND TERMINATION	45
24. OBLIGATIONS ON TERMINATION OR EXPIRATION.....	48
25. OPTION TO PURCHASE.....	49
26. RELATIONSHIP OF THE PARTIES	51
27. INDEMNIFICATION.....	51
28. CONSENTS, APPROVALS AND WAIVERS.....	52
29. NOTICES.....	52
30. FORCE MAJEURE	53
31. ENTIRE AGREEMENT	53
32. DISPUTE RESOLUTION	53
33. SEVERABILITY AND CONSTRUCTION	56
34. MISCELLANEOUS	57
35. REPRESENTATIONS	58

GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

APPENDIX A - FRANCHISE INFORMATION

APPENDIX B - FRANCHISEE'S TOTAL MARKETING OBLIGATION

APPENDIX C - OWNERSHIP INTERESTS

APPENDIX D – ELECTRONIC FUNDS TRANSFER AGREEMENT

APPENDIX E – FORM ADDENDUM TO LEASE

RIDER 1 – OPENING DATE AND FRANCHISE EXPIRATION DATE

THIS AGREEMENT is made as of _____ by and between Relive Franchising LLC (“Relive”), a Florida limited liability company, and _____, a(n) _____ [type of entity] formed in _____ (“Franchisee”).

RECITALS

Relive owns, and has expended a considerable amount of time, skill, effort, and money to develop, a unique and distinctive proprietary system (“System”) relating to the development, establishment and operation of community medical health center businesses (“Relive Businesses”), which various services in the support of anti-aging, to include IV vitamin infusions, vitamin booster shots, ozone therapy, Hormone Optimization Therapy, regenerative medicine, Med Spa services and medical aesthetics.

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

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

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

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

Franchisee desires to obtain a license to use the System and to continuously operate one Relive Business (“Health Center”) at the location specified in attached Appendix A (“Franchised Location”), subject to the terms and conditions of this Agreement and in strict compliance with the standards and specifications established by Relive.

Franchisee understands and acknowledges the importance of Relive’s high and uniform standards of quality, operations and service and the necessity of developing and operating the Health Center in strict conformity with this Agreement and the Manuals and any other materials provided by Relive (collectively, “Manuals”).

Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manuals. The Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard or whether an alternative is suitable to any recommendations or guidelines.

Relive is willing to grant Franchisee the right to operate a Relive Business at the Franchised Location, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of Relive’s grant to Franchisee of the right to operate a Health Center at the Franchised Location during the term of this Agreement, as well as the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE

A. Grant. Subject to the provisions of this Agreement, Relive hereby grants to Franchisee the nonexclusive right (“Franchise”) to continuously operate the Health Center at the Franchised Location and to use the Marks in the operation of the Health Center. Franchisee agrees that it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, that it will continuously exert its best efforts to promote and enhance the Health Center and that it will not engage in any other business or activity that may conflict with its obligations under this Agreement, except the operation of other Relive Businesses or other businesses operated by Franchisee that are franchised by Relive or its affiliates.

B. Limited Exclusivity. Except as limited by Section 1C, and provided that Franchisee is in full compliance with this Agreement and any other agreements with Relive and its affiliates, during the Initial Term, Relive and its affiliates will not operate, or license others to operate, Relive Businesses in the geographic area that Relive identifies and describes in Appendix A (“Protected Area”). The restriction contained in this Section 1B does not apply to Relive Businesses under development or in operation in the Protected Area as of the date of this Agreement. If the Franchised Location has not been accepted in writing by Relive when Franchisee signs this Agreement, the Protected Area will be determined by Relive after Franchisee executes a lease (or purchase agreement) for the Health Center, and at such time the Protected Area will be attached to and incorporated into Appendix A.

C. Rights We Reserve. Except as expressly granted to Franchisee in Section 1B, Relive and its affiliates retain all rights with respect to Relive Businesses, the Marks, the sale of similar or dissimilar products and services, and any other activities Relive deems appropriate whenever and wherever we desire, including, but not limited to:

(1) Awarding national, regional or local licenses to third parties to sell services under the Marks in facilities in the Protected Area, provided that those facilities are identified by the third party’s trademark;

(2) Selling, merchandising and distributing services or products identified by the Marks or by any other name or mark through any method or channel of distribution (including the Internet, wholesale, mail order and catalogs) other than through the operation of a business to any location including to locations within the Protected Area;

(3) Operating and/or licensing others to operate businesses identified in whole or in part by the name “Relive ” at any location outside of the Protected Area;

(4) Operating and/or licensing others to operate, at any location any type of business other than a business identified in whole or in part by the name and mark “Relive[®]”;

(5) Operating, and/or licensing others to operate, after this Agreement terminates or expires, Relive Businesses at any location (including within the Protected Area);

(6) Developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Marks licensed to Franchisee; and

(7) Purchasing, being purchased by, merging with or combining with businesses that directly or indirectly compete with Relive Businesses.

D. Relocation. Franchisee may not operate the Health Center at any site other than the Franchised Location and may not relocate the Health Center. If, during the Initial Term (as defined in Section 2A), Franchisee, through no act or failure to act on its part (except the failure to extend the lease for the Franchised Location through the Initial Term), loses the right to possession of the Franchised Location, the Initial Term shall expire as of the date of the loss of the right to possession. However, if the right to possession is lost through no act or failure to act on Franchisee’s part, Franchisee may relocate the Health Center (without paying any additional initial franchise fee or transfer fee) at its expense, and the Initial Term shall not expire if: (1) Relive accepts the new location; (2) the Protected Area is modified to Relive then-current standards for determining the Protected Area around Franchised Locations; (3) Franchisee constructs and equips a Health Center at the new location in accordance with the then-current System standards and specifications; (4) a Health Center at the new location is open to the public for business within 120 days after the loss of possession of the Franchised Location; (5) Franchisee shall only pay the royalty fee on recurring revenue. In the event that the new location is not open within 120 days after the loss of possession of the Franchised Location, and basis for such delay is outside the control of Franchisee (e.g., inability to secure permits timely applied for), such failure will not be deemed a default of the Franchise Agreement; and (6) for the time the Health Center is not in operation, Franchisee pays Relive a minimum weekly royalty fee based upon the Gross Sales during the 26 weeks prior to the request for relocation. Relive’s acceptance of a new location is not a guarantee or assurance by Relive that a Relive Business at the new location will be profitable or successful. Relive will not extend the Initial Term if Franchisee relocates the Health Center.

2. TERM

A. Initial Term. The Initial Term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and terminate at midnight on the day preceding the 10th anniversary of the date the Health Center first opened for business (“Opening Date”), unless this Agreement is terminated at an earlier date pursuant to Section 23. The Opening Date is identified in Appendix A. Franchisee does not have the unilateral right to cease operating the Health Center prior to the expiration of the Initial Term.

B. Renewal Terms

(1) At the expiration of the Initial Term, Franchisee shall have an option to remain a franchisee at the Franchised Location for two successive renewal terms of 5 years each (each a “Renewal Term”), unless the respective franchise agreement is sooner terminated in accordance with its provisions. The conditions for the first Renewal Term are set forth in this Agreement and all references in this Agreement to the Renewal Term shall mean the first Renewal Term. The conditions for the second Renewal Term will be set forth in the first Renewal Franchise Agreement.

(2) Franchisee must give Relive written notice of whether or not it intends to exercise the first renewal option not less than 9 months, nor more than 12 months, before the expiration of the Initial Term. Notwithstanding the foregoing, if Franchisee subleases the Franchised Location from Relive, Franchisee must give Relive the notice described in the preceding sentence not less than 4 months, nor more than 6 months, before notice of renewal is required to be provided to the landlord under the master lease. Failure by Franchisee to timely provide Relive the required notice constitutes a waiver by Franchisee of its option to remain a franchisee beyond the expiration of the Initial Term.

(3) In addition to timely providing notice to Relive, Franchisee must comply with all of the following conditions prior to and at the end of the Initial Term:

(a) Franchisee has satisfied all monetary obligations due to Relive and its affiliates.

(b) Franchisee shall not be in default under this Agreement or any other agreements between Franchisee and Relive or its affiliates; Franchisee shall not be in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Health Center; Franchisee shall not be in default beyond the applicable cure period with any vendor or supplier to the Health Center; and, for the 6 months before the date of Franchisee's notice and the 6 months before the expiration of the Initial Term, Franchisee shall not have been in default beyond the applicable cure period under this Agreement or any other agreements between Franchisee and Relive or its affiliates.

(c) Franchisee shall make the capital expenditures reasonably required to renovate and modernize the Health Center as Relive may reasonably require to conform to the interior and exterior designs, décor, color schemes, furnishings and equipment and presentation of the Marks consistent with the image of the System for new Relive Businesses at the time Franchisee provides Relive the renewal notice, including such structural changes, remodeling, redecoration and modifications to existing improvements as may be reasonably necessary to do so.

(d) Franchisee has complied with Relive's then-current criteria for new Relive franchisees.

(e) Franchisee and its employees at the Health Center shall be in compliance with Relive's then-current training requirements.

(f) Franchisee shall submit to Relive written confirmation (in the form required by Relive and, if the Franchised Location is leased, such confirmation must be signed by the landlord) that Franchisee has the right to remain in possession of the Franchised Location, or other premises acceptable to Relive, for the first Renewal Term and all monetary obligations owed to Franchisee's landlord, if any, must be current.

(g) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations shall have executed a general release and a covenant not to sue, in a form satisfactory to Relive, of any and all claims against Relive and its affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and Relive

or its affiliates and Franchisee's operation of the Health Center, other Relive Businesses operated by Franchisee and all other businesses operated by Franchisee that are franchised by Relive or its affiliates.

(h) As determined by Relive in its sole discretion, Franchisee has operated the Health Center and all of its other franchised Relive Businesses in accordance with all the material aspects of the applicable franchise agreements and the System (as set forth in the Manuals or otherwise and as revised from time to time by Relive) and has operated each of its other businesses that are franchised by Relive or its affiliates in accordance with all material aspects of the applicable franchise agreement.

(4) No later than 60 days after Relive's receipt of Franchisee's written notice of its desire to renew, Relive shall advise Franchisee whether or not Franchisee is entitled to remain a franchisee for the first Renewal Term. If Relive intends to permit Franchisee to remain a franchisee for the first Renewal Term, Relive's notice will contain preliminary information regarding actions Franchisee must take to satisfy Sections 2B(3)(c)-(e). If Relive does not intend to permit Franchisee to remain a franchisee for the first Renewal Term, Relive's notice shall specify the reasons for non-renewal. If Relive chooses not to permit Franchisee to remain a franchisee for the first Renewal Term, Relive shall have the right to unilaterally extend the Initial Term as necessary to comply with any applicable laws.

(5) If Franchisee will remain a franchisee for the first Renewal Term, Relive shall forward to Franchisee a new franchise agreement for the first Renewal Term for Franchisee's signature at least 60 days prior to the expiration of the Initial Term. The form of renewal franchise agreement shall be the form then in general use by Relive for Relive Businesses (or, if Relive is not then granting franchises for Relive Businesses, that form of agreement as specified by Relive) and likely will differ from this Agreement, including, but not limited to, provisions relating to the royalty fee and advertising obligations.

(6) Franchisee shall pay Relive a renewal fee in the amount of \$10,000 for the first Renewal Term.

(7) No later than 30 days before the expiration of the Initial Term, Franchisee shall execute the renewal franchise agreement for the first Renewal Term and return the signed agreement to Relive, along with the renewal fee. Failure by Franchisee to sign the renewal franchise agreement and return it to Relive (along with the renewal fee) within this time shall be deemed an election by Franchisee not to renew the Franchise and shall result in termination of this Agreement and the Franchise granted by this Agreement at the expiration of the Initial Term.

(8) If Franchisee timely complies with all of the conditions set forth in this Section 2B, Relive shall execute the renewal franchise agreement and promptly return a fully-executed copy to Franchisee.

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

our notice of non-renewal. Your failure to send us a written notice of objection during such 30-day period shall constitute your agreement to the non-renewal of your franchise.

3. DEVELOPMENT PROCEDURES

A. Franchisee's Responsibility. Franchisee shall select a site for the Health Center from within the limited geographic area specified in Appendix A ("Designated Area"), which Relive will designate. Relive has the right to move or modify the Designated Area. The Designated Area shall be defined for the sole purpose of site selection and shall not confer to Franchisee any territorial exclusivity or protection. Franchisee assumes all cost, liability and expense for locating, obtaining and developing a site for the Health Center and for constructing, equipping and opening a Relive Business at the Franchised Location in accordance with Relive's standards. Franchisee shall not make any binding commitments to acquire any interest in a site until Relive has accepted that site in writing.

B. Site Selection Assistance. Relive will provide Franchisee the following site selection assistance: (1) Relive's site selection guidelines and, as Franchisee may request, a reasonable amount of consultation with respect thereto; and (2) such on-site evaluation as Relive may deem advisable as part of its evaluation of Franchisee's request for site acceptance.

C. Site Application

(1) For each proposed site for the Health Center, Franchisee must submit to Relive a site application ("Site Application"), in the form prescribed by Relive, that contains the information required by Relive. Each Site Application shall include, among other things, a description of the proposed site, a market feasibility study for the proposed site, a letter of intent (or other written confirmation demonstrating Franchisee's ability to acquire the proposed site) and a summary of how the site meets Relive's site selection guidelines. Relive may change its site selection guidelines from time to time. The site selection guidelines may include demographic characteristics, traffic count and patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including business operated or franchised by Relive or its affiliates), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics and a site plan of the premises.

(2) Franchisee acknowledges that, in order to preserve and enhance the reputation and goodwill of all Relive Businesses and the goodwill of the Marks, the Health Center must be properly developed, operated and maintained.

(3) Franchisee must adequately capitalize the development of the Health Center and maintain the minimum net worth and amount of liquid capital as specified by Relive, in its sole discretion. Franchisee agrees that Relive may refuse to accept a site for the Health Center if Franchisee fails to demonstrate sufficient financial capabilities, in Relive's sole judgment, to properly develop, operate and maintain that Health Center. Franchisee shall furnish to Relive any financial statements and other information regarding Franchisee and/or the development and operation of the Health Center, including, without limitation, investment and financing plans for the Health Center, as Relive reasonably may require.

D. Site Acceptance

(1) Within 30 days after Relive's receipt of the completed Site Application (which

shall include all information and materials relating to a proposed site that Relive reasonably requests), Relive will advise Franchisee in writing whether Relive has accepted or refused to accept the proposed site. If Relive does not respond within that time period, Relive will be deemed to have refused to accept the proposed site, unless Relive in its sole discretion extends the time to accept or refuse acceptance due to a request for additional information from any party. Relive's acceptance or refusal to accept a proposed site may be subject to reasonable conditions as determined by Relive in its sole discretion.

(2) Franchisee shall obtain written acceptance from Relive for a site for the Health Center no later than the date specified in Appendix A ("Site Acceptance Deadline").

(3) Franchisee agrees that its decision to develop and operate the Health Center at any site is based solely on Franchisee's independent investigation of the suitability of that site for a Relive Business. Franchisee agrees that Relive's acceptance of a site for the Health Center and any information communicated to Franchisee regarding Relive's site selection guidelines for Relive Businesses does not constitute a warranty or representation of any kind, express or implied, as to the suitability of any site for a Relive Business or for any other purpose. Relive's acceptance of a site is not a representation or promise by Relive that a Relive Business at that site will achieve a certain sales volume or a certain level of profitability. Relive's acceptance of one or more sites and its refusal to accept other sites is not a representation or promise that any accepted site will have a higher sales volume or be more profitable than a site that Relive did not accept. Relive's acceptance merely means that the site meets Relive's minimum site selection guidelines. Franchisee agrees that Relive's acceptance, or refusal to accept a proposed site, whether or not a Site Application is completed and/or submitted to Relive shall not impose any liability or obligation on Relive. The decision to accept or reject a particular site is Franchisee's, subject to Relive's acceptance. Preliminary acceptance of a proposed site by any Relive's representative is not conclusive or binding, because his or her recommendation may be rejected by Relive.

4. LEASE PROVISIONS

A. Copy of Lease. If Franchisee will lease or sublease the Franchised Location from a third party, Franchisee shall provide Relive with a copy of the fully-executed lease or sublease ("lease") (for a term, including renewal terms) for the Franchised Location within 30 days after the later of execution of this Agreement or written acceptance of the Franchised Location by Relive, but, in any event, prior to the commencement of construction at the Franchised Location. The lease shall not contain any covenants or other obligations that would prevent Franchisee from performing its obligations under this Agreement.

B. Required Lease Provisions. Any lease, letter of intent or lease memorandum for the Franchised Location shall contain provisions that satisfy the following requirements during the entire term of the lease, including any renewal terms:

(1) The landlord consents to Franchisee's use of the proprietary signs, distinctive exterior and interior designs and layouts, and the Marks prescribed by Relive. Upon expiration or the earlier termination of the lease, the landlord will permit Franchisee, at Franchisee's expense, to remove all such items and other trade fixtures, so long as Franchisee repairs any damage to the Franchised Location caused by such removal.

(2) The landlord will provide Relive (at the same time sent to Franchisee) a copy of all amendments, assignments and notices of default pertaining to the lease and the Franchised Location. If Franchisee fails to cure any default within the applicable cure period, Relive shall have the right (but not the obligation) to cure that default within 15 days after the expiration of the

applicable cure period.

(3) Following reasonable notice to the landlord, Relive shall have the right to enter the Franchised Location to make any modifications or alterations necessary to protect the System and the Marks and to cure, within the time periods provided by the lease, any default under the lease, all without being guilty of trespass or other tort, and to charge Franchisee for these costs.

(4) The landlord agrees that Franchisee, and not Relive, shall be solely responsible for all obligations, debts and payments under the lease and that Relive shall have no liability in that regard.

(5) The landlord agrees that, following the expiration or earlier termination of this Agreement, Franchisee shall have the right to make those alterations and modifications to the premises as may be necessary to clearly distinguish to the public the premises from a Relive Business and also make those specific additional changes as Relive reasonably may request for that purpose. The landlord also agrees that, if Franchisee fails to promptly make these alterations and modifications, Relive shall have the right to do so without being guilty of trespass or other tort so long as Relive makes repairs to the building caused by such removal. The landlord agrees not to amend or otherwise modify the lease in any manner that would affect any of the foregoing requirements without Relive's prior written consent, which consent shall not be unreasonably withheld.

(6) Franchisee may assign the lease to Relive or its designee with landlord's consent (which consent shall not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rent or other amounts payable to the landlord.

(7) The landlord agrees to consent to Franchisee's collateral assignment of the lease to Relive or its designee, granting Relive the option, but not the obligation, to assume the lease from the date Relive takes possession of the leased premises, without payment of any assignment fee or similar charge or increase in any rents or other amounts payable to the landlord.

C. Lease Addendum. If Franchisee leases the Franchised Location, Relive will require Franchisee and the landlord to execute the form of lease addendum attached as Appendix E, which includes the terms set forth in Section 4B.

5. CONSTRUCTION OF THE BUSINESS

A. Plans

(1) It shall be Franchisee's responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Franchised Location, and Franchisee must ensure that the plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. Relive will provide Franchisee a generic (not site-specific) layout for a Relive Business. Franchisee will provide to Relive a site-specific layout within 30 days of receiving the generic layout. Relive must review and accept the site-specific layout prior to the commencement of the development of site-specific building plans ("Plans"). Relive recommends that Franchisee use an architect for developing the site-specific layout and the Plans for the Franchised Location. Franchisee is solely responsible for all amounts charged by the architect to develop the site-specific layout and/or Plans. Relive must review and accept, in writing, the final Plans for conformance to the accepted site-specific layout and Relive brand standards prior to commencement of construction and, upon

receipt of an invoice from Relive, Franchisee shall pay Relive the then-current hourly fee, if such third-party fee is incurred by Relive, for review of those modified Plans plus any other costs incurred. Franchisee shall use only professional, insured and licensed architects, engineers and contractors to develop, establish and construct the Health Center.

(2) Franchisee shall, upon Relive's request, submit all revised or "as built" Plans during the course of such construction. Relive will accept or decline the Plans and notify Franchisee within 30 days after Relive receives the Plans. (Relive's acceptance shall not be unreasonably withheld.) Once Relive has accepted the Plans, Relive shall sign each page of the Plans acknowledging Relive's acceptance and Franchisee's obligation to construct the Health Center in accordance with those accepted Plans. Franchisee shall not make any substantial change to the Plans without the prior written acceptance by Relive, which shall not be unreasonably withheld. If, during the course of construction, Franchisee contemplates any such change in the Plans, Franchisee must obtain Relive's prior written acceptance of that change. Relive shall accept or decline Plan changes within 30 days after receipt of a written request from Franchisee.

(3) Franchisee is prohibited from beginning site preparation or construction prior to receiving written notification from Relive that it has accepted the Plans. All construction must be in accordance with the Plans accepted by Relive and must comply in all respects with applicable laws, ordinances and local rules and regulations. If construction has not been performed in substantial compliance with the Plans accepted by Relive, Relive will not authorize Franchisee to open the Health Center. If such non-compliance is not cured within a commercially reasonable amount of time, Relive may terminate this Agreement and Franchisee will not be permitted to open the Health Center as a Relive Business.

B. Commencement and Completion of Construction

(1) Construction of the Health Center shall commence no later than the date specified in Appendix A ("Construction Commencement Deadline"). Prior to the commencement of construction, Franchisee shall have: (a) eliminated or otherwise satisfied all of the conditions listed identified by Relive in writing; (b) paid all amounts due to Relive under this Agreement or any other agreement; and (c) provided Relive a copy of the fully-executed lease for the Franchised Location (containing the provisions required by Section 4B) or, if Franchisee owns the Franchised Location, proof of that ownership interest. As used in this Agreement, construction shall have commenced only after Franchisee has obtained all required permits and: (1) with respect to new construction, Franchisee has begun the installation of building footings with the intent to maintain continuous construction thereafter; or (2) with respect to a location that is being renovated from a prior use, Franchisee has begun the installation of sub-floor plumbing with the intent to maintain continuous construction thereafter.

(2) Once construction has commenced, it shall continue uninterrupted (except for interruption by reason of events constituting Force Majeure as defined in Section 30) until completed. If events constituting Force Majeure cause a delay in the commencement of construction of the Health Center, Relive shall proportionately extend the Opening Deadline (as defined below). Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed, and the Health Center shall be furnished, equipped and otherwise ready to open for business in accordance with this Agreement no later than the date specified in Appendix A ("Opening Deadline").

(3) Franchisee shall pay Relive all costs incurred by Relive to assist Franchisee with construction management including, without limitation, an hourly fee for any employee of Relive

who assists Franchisee with construction management.

C. Acquisition of Necessary Furnishings, Fixtures, Equipment and Signage

(1) Franchisee agrees to use in the development and operation of the Health Center only those fixtures, furnishings, equipment and signs that Relive has approved as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee further agrees to place or display at the Health Center (interior and exterior) only those signs, emblems, lettering, logos and display materials that Relive approves in writing.

(2) Franchisee shall purchase or lease approved brands, types or models of fixtures, furnishings, equipment and signs only from suppliers designated or approved by Relive, which may include Relive and its affiliates. If Franchisee proposes to purchase, lease or otherwise use any fixtures, furnishings, equipment or signs that have not been approved by Relive, Franchisee shall first notify Relive in writing and shall, at its sole expense, submit to Relive sufficient specifications, photographs, drawings and/or other information or samples for a determination as to whether those fixtures, furnishings, equipment and/or signs comply with Relive's specifications and standards. Relive will, in its sole discretion, approve or disapprove the items and notify, in writing, Franchisee within 30 days after Relive receives the request.

D. Start Up Materials. Prior to the opening of the Health Center, Franchisee must purchase from approved suppliers (including Relive or its affiliates) certain supplies, marketing materials, fixtures and other branded items, as specified in the Manuals. Relive may change the items and/or quantities of such items that Franchisee must purchase.

E. Inspection, Cooperation. During the course of construction and/or renovation, Relive shall have the right to inspect the Franchised Location and the course of construction and/or renovation. Franchisee shall (and shall cause Franchisee's architect, engineer, contractors, and subcontractors to) cooperate fully with Relive and its designees for the purpose of permitting Relive and its designees to inspect the Franchised Location and the course of construction of the Health Center in order to determine whether construction is proceeding according to the approved Plans.

F. Reports. Franchisee shall submit to Relive a weekly report, as and when required by Relive, showing progress made towards fulfilling the terms of this Agreement.

G. Limitation of Relive's Liability. Notwithstanding Relive's right to accept the Plans, review the lease for the Franchised Location and inspect the construction work, Relive and its designees shall have no liability or obligation with respect to the Franchised Location, the design or construction of the Health Center or the furnishings, fixtures and equipment to be acquired. Relive's rights are exercised solely for the purpose of ensuring compliance with the terms and conditions of this Agreement.

H. Financing. Without the prior written approval of Relive, which shall not be unreasonably withheld, the construction, renovation and/or operation of the Health Center shall not be financed by a public or private offering of any right, title or interest in the Health Center, the property upon which it is built or the receipts from its operation.

6. RIGHT TO OPEN THE BUSINESS

A. Notice to Relive. Franchisee shall provide Relive 30 days' advance written notice of the date that Franchisee expects construction and/or renovation of the Health Center to be completed and a

certificate of occupancy to be issued. Franchisee shall submit a copy of the certificate of occupancy to Relive. Relive reserves the right, after receiving Franchisee's notice, to conduct a final inspection of the Health Center and the Franchised Location to determine if Franchisee has complied with this Agreement. Relive shall not be liable for delays or loss occasioned by its inability to complete its investigation and make a determination within that 30-day period. Franchisee shall not open the Health Center without Relive's express written authorization, which will not be granted unless Franchisee has satisfied the conditions contained in Section 6B.

B. Opening Conditions. Relive will not authorize the opening of the Health Center unless all the following conditions have been satisfied:

(1) Franchisee is not in default under this Agreement or any other agreements with Relive or its affiliates, Franchisee is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Health Center, Franchisee is not in default beyond the applicable cure period with any vendor or supplier to the Health Center and, for the previous 6 months, Franchisee has not been in default beyond the applicable cure period under any agreement with Relive or its affiliates.

(2) Franchisee is current on all obligations due Relive and its affiliates.

(3) Relive is satisfied that the Health Center was constructed and/or renovated substantially in accordance with the Plans accepted by Relive, this Agreement and state and local codes. If Franchisee builds any portion of the Health Center outside of the Plans or Relive's specifications without receiving Relive's prior written consent, Relive shall have the right to delay the opening of the Health Center until Franchisee, at Franchisee's sole expense, brings the construction into full compliance with the Plans and Relive's specifications.

(4) If the Franchised Location is leased, Relive has received a copy of the fully-executed lease, which contains the provisions required by Section 4B.

(5) Franchisee has obtained a certificate of occupancy and any other required health, safety, fire department, building, utility, sign, sanitation, business and other permits and licenses applicable to the Health Center.

(6) Franchisee has certified to Relive in writing that the installation of all furnishings, fixtures, equipment, signs, computer systems, point of sale systems and related equipment, supplies and other items has been accomplished in accordance with the Plans.

(7) Franchisee has met all training requirements.

(8) Relive has been furnished with copies of all insurance policies required by Section 17B or such other evidence of insurance coverage and payment of premiums as Relive reasonably may request.

(9) Franchisee has paid any amounts required by Relive.

(10) At least 1 person has successfully been trained and certified in the initial training program in accordance with Section 12(A).

(11) Franchisee is in compliance with all reporting obligations to Relive.

C. Opening Date. Relive will authorize in writing the opening of the Health Center and identify the date that Franchisee actually opens the Health Center in a written notice to Franchisee in the form set forth in Rider 1. In connection with the opening, Franchisee shall complete any forms or surveys provided by Relive relating to the development and/or construction of the Health Center including a summary of the construction costs incurred by Franchisee within 90 days of the Opening Date.

7. FEES

A. Initial Franchise Fee. Franchisee shall pay Relive an Initial Franchise Fee in the amount set forth in Appendix A, which is payable as set forth in Appendix A. Franchisee acknowledges and agrees that the Initial Franchise Fee was paid in consideration of Relive initially granting this Franchise, it was fully earned at the time paid, and it is not refundable.

B. Royalty Fee. In addition to all other amounts to be paid by Franchisee to Relive, Franchisee shall pay Relive a nonrefundable and continuing royalty fee in the amount of 6% of Gross Sales of the Health Center, for the right to use the System and the Marks at the Franchised Location. The royalty fee shall be calculated for the fiscal period designated by Relive from time to time and must be paid to Relive by the Due Date, as specified by Relive.

C. Total Marketing Obligation. Franchisee shall have a total marketing obligation (“Total Marketing Obligation”) in the amount of the greater of \$7,000 per month or 7% of Gross Sales, which will be divided among the National Marketing Fund, any Regional Marketing Fund (or, any Regional Co-op) and Local Health Center Marketing. The amount and allocation of the Total Marketing Obligation, as of the date of this Agreement, are explained in Section 9 and set forth in attached Appendix B.

D. Definition of Gross Sales. “Gross Sales” shall include all revenue from the sale of all products and services and all other income of every kind and nature (including stored value gift cards and gift certificates when redeemed but not when purchased and proceeds from business interruption insurance) related to the Health Center, whether for cash or credit and regardless of collection in the case of credit. Gross Sales shall not include: (1) any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority; (2) the sale of services for which refunds have been made in good faith to customers; or (3) the sale of equipment used in the operation of the Health Center. Gross Sales shall include, without limitation, monies or credit received from the sale of merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Health Center.

E. Gross Sales Reports. By the day and time specified by Relive, Franchisee shall submit to Relive in writing (or by electronic mail, polling by computer or such other form or method as Relive may designate) the amount of Gross Sales from the Health Center for the fiscal period designated by Relive from time to time. Franchisee shall use any forms required by Relive to provide such information and shall include in that report any other data or information required by Relive.

F. Payment of Fees.

(1) All fees and other amounts owed to Relive and/or its affiliates must be paid by pre-authorized bank debit and must be received by Relive or credited to Relive by no later than the day and time specified by Relive from time to time (“Due Date”). Franchisee must furnish to Relive and Franchisee’s bank all authorizations necessary to affect electronic funds transfers from Franchisee’s bank account (“Account”). If the Account does not have sufficient funds to pay Relive in full for any amount due to Relive on the Due Date, Franchisee shall pay to Relive any fees, charges or

expenses incurred by Relive and such failure shall constitute a default of this Agreement pursuant to Section 23(B)(2).

(2) If Franchisee has not reported Gross Sales to Relive for any period, Relive may transfer from the Account an amount based on information about Gross Sales available to Relive through the POS system, Salesforce, or other software in use by Relive. If, at any time, Relive determines that Franchisee has underreported the Gross Sales of the Health Center, or underpaid the royalty fee or other amounts, Relive shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Relive and Franchisee determine that such credit is due.

(3) Relive may modify, among other things, at its option, the method by which Franchisee must pay any amount due to Relive, the Due Date for any payment, the fiscal period used to calculate any payment, and any forms that must be submitted to Relive in connection with such payments, effective upon Franchisee's receipt of written notice from Relive. Franchisee may not, under any circumstances, set off, deduct or otherwise withhold any amounts payable to Relive under this Agreement on grounds of Relive alleged non-performance of any obligations.

G. Taxes. Franchisee must report and pay when due all local, state, and federal taxes levied or assessed on Franchisee and the Health Center. If any taxes are imposed on Relive by reason of Relive acting as a franchisor or licensing the Marks under this Agreement, Franchisee must reimburse Relive the amount of those taxes within 30 days after receipt of an invoice from Relive.

H. Interest and Late Fees. If any payments by Franchisee due to Relive are not received by Relive by the Due Date, Franchisee, in addition to paying the amount owed, shall pay Relive interest on the amount owed from the Due Date until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Health Center is located, not to exceed 1.5% per fiscal period (as defined by Relive from time to time) or a portion of a fiscal period. In addition to the interest on late payments, Relive, in its sole discretion, may charge Franchisee a late charge of \$500 for each delinquent payment or report that is received after the Due Date. Payment of interest and late fees by Franchisee on past-due obligations is in addition to all other remedies and rights available to Relive pursuant to this Agreement or under applicable law.

I. Collection Costs and Expenses. Franchisee agrees to pay to Relive on demand any and all costs and expenses incurred by us in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to Relive. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees (including attorneys' fees for outside counsel, in-house counsel employed by Relive or its affiliates, any attorneys' fees incurred by us in bankruptcy proceeding, post-judgment enforcement, and appellate attorney fees), costs incurred in creating, reconciling or replicating reports demonstrating Gross Sales of the Health Center, court costs, expert witness fees, discovery costs, appellate litigation costs, arbitration costs and fees, with together with interest charges on all of the foregoing.

J. Partial Payments and Allocation of Payments. No payment by Franchisee or acceptance by Relive of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Franchisee's payment of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect, and Relive may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Acceptance of payments by Relive other than as set forth in this Agreement shall not constitute a waiver of Relive's right to demand payment in accordance with the

requirements of this Agreement or a waiver by Relive of any other remedies or rights available to it pursuant to this Agreement or under applicable law. Notwithstanding any designation by Franchisee, Relive shall have sole discretion to apply any payments by Franchisee to any of its past due indebtedness for royalty fees, advertising contributions, purchases from Relive or its affiliates, interest or any other indebtedness. Relive has the right to accept payment from any other entity as payment by Franchisee. Acceptance of that payment by Relive will not result in that other entity being substituted for Franchisee.

8. RECORDKEEPING AND REPORTS

A. Recordkeeping. Franchisee shall keep and maintain, in accordance with any procedures set forth in the Manuals, complete and accurate books and records pertaining to the Health Center. The books and records shall be kept and maintained using generally accepted accounting principles (“GAAP”). Franchisee must preserve all of its books, records and state and federal tax returns for at least 5 years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available and provide duplicate copies to Relive within 5 days after Relive’s written request.

B. Periodic Reports. No later than the 15th calendar day of each month, Franchisee shall, at Franchisee’s expense, submit to Relive, in the form prescribed by Relive, a monthly balance sheet and a monthly and year-to-date profit and loss statement (both of which may be unaudited) for the prior calendar month. Relive shall have the right to require that Franchisee provide to Relive profit and loss statements and balance sheets at any other time. Each statement and balance sheet shall be signed by Franchisee or Franchisee’s treasurer or chief financial officer attesting that the statement or balance sheet is true, correct and complete and uses accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee.

C. Annual Reports. No later than March 15 of each year, Franchisee shall, at its expense, provide to Relive, in both hard copy and in an electronic format approved by Relive, a compiled profit and loss statement and balance sheet for the Health Center for the prior year, which must be signed by Franchisee or by Franchisee’s treasurer or chief financial officer attesting that the financial statements present fairly the financial position of Franchisee and the results of operations of the Health Center during the period covered. Relive shall have the right, in its reasonable discretion, to require that Franchisee, at Franchisee’s expense, submit audited financial statements prepared by a certified public accounting firm acceptable to Relive for any year or any period or periods of a year.

D. Other Reports. Franchisee shall submit to Relive, for review or auditing, such other forms, reports, records, information and data as Relive may reasonably designate, in the form and at the times and places reasonably required by Relive, upon request and as specified from time to time in the Manuals or otherwise in writing. Relive shall have the right to release any financial or operational information relating to the Health Center to Relive’s lenders or prospective lenders.

E. Public Filings. If Franchisee is or becomes a publicly-held entity, Franchisee shall send to Relive copies of all reports (including responses to comment letters) and schedules Franchisee may file with the U.S. Securities and Exchange Commission (certified by Franchisee’s chief executive officer to be true, correct, complete and accurate) and copies of any press releases Franchisee issues, within 3 days of the filing of those reports or schedules or the issuance of those releases.

F. Audit Rights. Relive or its designee shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy and audit Franchisee’s books, records, federal, state and local tax returns, and such other forms, reports, information and data as Relive reasonably may designate, applicable to the operation of the Health Center. If an inspection or audit discloses that any payments to Relive have been underpaid, Franchisee shall, within 5 days after receipt of the inspection or

audit report, pay Relive the deficiency plus interest (at the rate and on the terms provided in Section 7H) from the Due Date until the date of payment. If an inspection or audit is made necessary by Franchisee's failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records or information on a timely basis, or if an understatement of Gross Sales for the period of any audit is determined by any audit or inspection to be greater than 2%, Franchisee also shall reimburse Relive for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board and compensation of Relive's employees or designees involved in the audit or inspection. The foregoing remedies shall be in addition to all other remedies and rights available to Relive under this Agreement or applicable law.

G. Preparation of Reports. If Franchisee fails to provide to Relive, on a timely basis, any record, report and other information required by this Agreement or, upon request of Relive, with copies of same, Relive or its designee shall have access at all reasonable times (and as often as necessary) to Franchisee's books and records for the purpose, among other things, of preparing the required records, reports and other information. Franchisee promptly shall reimburse Relive or its designee for all costs and expenses associated with Relive obtaining or preparing such records, reports or other information.

H. Release of Records. At Relive's request, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Relive all accounting and financial records relating to the operation of the Health Center including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within that person's possession, custody or control. Franchisee will execute all documentation necessary to authorize the release of such records.

9. MARKETING AND PROMOTION

A. New Health Center Marketing.

(1) In addition to and not in lieu of the Total Marketing Obligation and any expenditures for local advertising and promotion, Franchisee shall expend a minimum of Ten Thousand Dollars (\$10,000) for new Health Center opening advertising and promotional programs in conjunction with the Clinic's initial opening, pursuant to a new Health Center marketing plan, including a pre-opening/presale campaign, developed by Relive or developed by Franchisee and approved in writing by Relive (the "New Health Center Marketing Program"). The New Clinic Marketing Program shall be submitted by Franchisee to Relive for approval no later than 90 days before the scheduled opening of the Health Center. The New Health Center Marketing Program shall be executed and completed during a period designated by Relive. The new Health Center opening period typically begins 90 days before the scheduled opening of the Health Center and continues for 120 days after the Health Center first opens for business, subject to changes Relive may require based on the particular market area or other unique circumstances of the Health Center, as determined by Relive. Franchisee shall submit to Relive, for Relive's prior written approval, a marketing plan and samples of all advertising and promotional material not prepared or previously approved by Relive, subject to the limitations provided in Section 9G(2). Relive recommends that Franchisee spend more than the minimum New Health Center Marketing Program on opening advertising. Franchisee shall submit to Relive proof of New Health Center Marketing expenditures as incurred. If Franchisee does not spend the entire amount for the New Health Center Marketing Program, Relive may in its sole discretion spend that amount for advertising for the Health Center or place the remainder of the New Health Center Marketing Program into the National Marketing Fund and, Franchisee understands that, if any portion of the Fee is placed in the National Marketing Fund, such placement will not reduce or otherwise modify Franchisee's obligation to pay the fee to the National Marketing Fund under Section 9C. Relive reserves the right to require Franchisee

to deposit with Relive the funds required under this Section 9A to distribute as may be necessary to conduct the New Health Center Marketing Program. Franchisee agrees to comply with our then current guidelines in connection with the New Clinic Marketing Program.

(2) Health Centers opening in new markets may require substantially more marketing during the initial stages of market and brand development. Relive recommends that if the Health Center opens in a region that Relive has little or no brand awareness as determined by Relive (“New Market”), Franchisee execute and complete additional advertising and promotional programs (“New Market Program”). Any New Market Program will be developed by Relive or developed by Franchisee and approved in writing by Relive no later than 30 days prior to the implementation of the program.

B. Total Marketing Obligation. In addition to the New Health Center Marketing Fee, during the Initial Term, Franchisee shall have a Total Marketing Obligation of the greater of (i) 7% of Gross Sales or (ii) Seven Thousand Dollars (\$7,000) per month, which will be allocated among the National Marketing Fund, any Regional Marketing Fund (or, any Regional Co-op) and Local Health Center Marketing as set forth in Appendix B. Upon Franchisee’s receipt of written notice, Relive may increase and reallocate the Total Marketing Obligation; however, Franchisee’s Total Marketing Obligation will not exceed 7% of Gross Sales.

C. National Marketing Fund. Relive shall have the right, in its sole discretion, to establish and administer a national marketing fund for Relive Businesses (“National Marketing Fund”). As of the date of this Agreement, Franchisee shall contribute the portion of the Total Marketing Obligation prescribed by Relive in Appendix B to the National Marketing Fund. The National Marketing Fund contribution will not exceed 4% of Gross Sales. If any portion of the Total Marketing Obligation is allocated to the National Marketing Fund, Franchisee shall pay the National Marketing Fund contribution at the same time and in the same manner as the royalty fee. Relive Businesses operated by Relive (“Company Owned Businesses”) will contribute to the National Marketing Fund on the same basis as comparable franchisees.

D. Regional Marketing Funds. Relive shall have the right, in its sole discretion, to establish and administer one or more regional marketing funds (“Regional Marketing Funds”) for Relive Businesses. If a Regional Marketing Fund is established for a geographical area that includes the Franchised Location, Franchisee shall contribute to the Regional Marketing Fund the portion of the Total Marketing Obligation prescribed by Relive, which will not exceed 3% of Gross Sales. Company Owned Businesses in the geographic area will contribute to the Regional Marketing Funds on the same basis as comparable franchisees.

E. Treatment of Marketing Funds.

(1) Relive or its designee shall direct all advertising, marketing, brand reputation, and public relations programs and activities financed by the National Marketing Fund and any Regional Marketing Fund (collectively, “Funds”), with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that the Funds may be used, among other things, to pay the costs of preparing and producing such associated materials and programs as Relive or its designee may determine, including (i) preparing and producing digital, video, audio and written advertising materials; (ii) developing, implementing, and maintaining an electronic commerce Website (as defined in Section 9J) and/or related strategies; (iii) research, development and promotion to improve our System standards, customer loyalty programs, customer rewards programs, and brand reputation, including, without limitation, social media and reputation management programs; (iv) employing advertising agencies; (iv)

sponsorship of sporting, charitable or similar events; (vi) administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising agencies to assist with these efforts; (vii) supporting public relations, market research and other advertising, promotional and marketing activities; (viii) and informational, operational and reporting system modifications, enhancements, or additions required to support Relive's marketing efforts. Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Funds.

(2) Relive shall separately account for payments to the Funds; however, Relive shall not be required to segregate the monies in the Funds from Relive's other monies. Relive shall not use such monies to defray any of Relive's general operating expenses. The Funds may hire employees, either full-time or part-time, for administration of the Funds. Relive and its affiliates may be reimbursed by the Funds for expenses related to Relive's marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions. Relive may spend in any fiscal year an amount greater or less than the aggregate contribution of all Relive Businesses to the Funds during that year or cause the Funds to invest any surplus for future use by the Fund. Relive will prepare an annual statement of monies collected and costs incurred by each Fund and will furnish that statement to Franchisee within a reasonable period of time following Relive's receipt of a written request from Franchisee. Relive or its designee will have the right to cause the Funds to be incorporated or operated through an entity separate from Relive at such time as Relive or its designee deems appropriate, and such successor entity shall have all rights and duties of Relive pursuant to this Section 9E.

(3) Franchisee understands and acknowledges that the Funds are intended to enhance recognition of the Marks and patronage of Relive Businesses. Relive will endeavor to utilize the monies in the Funds to develop advertising and marketing materials and programs and to place advertising that will benefit the System and all Relive Businesses contributing to the Funds. However, Franchisee agrees that Relive is not liable to Franchisee, and Franchisee forever covenants not to sue and holds Relive harmless of any liability or obligation to ensure that expenditures by any Fund in or affecting any geographic area (including the Franchised Location) are proportionate or equivalent to the contributions to that Fund by Relive Businesses operating in that geographic area, or that any Relive Business will benefit directly or in proportion to its contribution to that Fund from the development of advertising and marketing materials or the placement of advertising. Except as provided in this Section 9, neither Relive nor its designee assumes any direct or indirect liability to Franchisee with respect to the maintenance, direction or administration of the Funds. Franchisee further acknowledges that the Funds are not trusts and that Relive assumes no fiduciary duty to Franchisee in connection with the creation or administration of the Funds.

(4) Relive reserves the right, in its sole discretion, to: (a) suspend contributions to and operations of any Fund for any period that Relive determines to be appropriate; (b) terminate any Fund upon 30 days' written notice to Franchisee and establish, if Relive so elects, in its sole discretion, a different marketing fund; (c) upon the written request of any Relive Business or any Company Owned Business, defer or waive, in whole or in part, any marketing contribution required by this Section if, in Relive's sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral; or (d) form and terminate advertising councils. Upon termination of any Fund, Relive shall spend all monies in that Fund for advertising and/or promotional purposes. Relive has the right to reinstate any Fund upon the same terms and conditions set forth in this Agreement upon 30 days' prior written notice to Franchisee.

F. Regional Co-op.

(1) In lieu of a Regional Marketing Fund that is administered by Relive under Section 9D, Relive, in its sole discretion, may establish (or direct a group of franchisees to establish) a regional advertising and sales promotion cooperative (“Regional Co-op”) for a regional area (“Designated Market Area” or “DMA”) that includes the Franchised Location. The Regional Co-op shall be organized and governed in a form and manner and shall commence operations on a date, approved in advance by Relive in writing. Relive may, if it so elects, prepare bylaws and other entity documents to be used by the Regional Co-op and may require the Regional Co-op to incorporate.

(2) If a Regional Co-op is established in a DMA in which the Franchised Location is located, Franchisee must become a member of such Regional Co-op upon commencement of operation of the Health Center if the Regional Co-op is in existence at that time, or no later than 30 days after the date on which the Regional Co-op commences operation. In no event shall Franchisee be required to be a member of more than one Regional Co-op with respect to the Health Center.

(3) Each Regional Co-op shall be organized for the exclusive purpose of developing the brand, administering regional marketing programs and developing, subject to Relive’s approval, standardized promotional materials for use by the Co-op’s members in local advertising. All advertising and marketing shall be submitted to Relive prior to first use and all advertising and marketing shall adhere to the standards specified by Relive.

(4) Franchisee shall contribute to the Regional Co-op the Regional Co-op contribution amount set by the Regional Co-op, which shall not be less than the minimum amount of the Total Marketing Obligation designated by Relive. Franchisee acknowledges that: (a) Relive will set a minimum Co-op contribution amount that Franchisee must contribute to the Regional Co-op; (b) the members of any Regional Co-op may vote to increase the minimum Co-op contribution; (3) if the members vote to increase the Regional Co-op contribution, the total marketing expenditure may exceed 7% of Gross Sales. Company- owned Businesses that join a Regional Co-op will have one vote for each Business operated in the geographic area covered by a Regional Co-op.

(5) Relive or its designee shall have the right to terminate (and subsequently reinstate) any Regional Co-op. Upon termination, all monies in the Regional Co-op shall be spent for advertising and/or promotional purposes. Relive or its designee shall have the sole right, but not the obligation, to enforce the obligations of franchisees who are members of the Regional Co-op to contribute to the Regional Co-op and neither Franchisee nor any other franchisees who contribute to the Regional Co-op shall be deemed a third party beneficiary with respect to the Regional Co-op obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Regional Co-op.

G. Local Health Center Marketing.

(1) Franchisee shall spend, on a monthly basis, the portion of the Total Marketing Obligation prescribed by Relive in Appendix B for approved local clinic marketing (“Local Health Center Marketing”), which shall be at least Seven Thousand Dollars (\$7,000) per month; provided however, that if Franchisee is required to contribute (and Franchisee timely makes such contributions) to a Regional Marketing Fund or a Regional Co-op, Franchisee’s Local Health Center Marketing obligation may be reduced so that in no event shall Franchisee’s Total Marketing Obligation be more than the greater of Seven Thousand Dollars (\$7,000) or 7% of Gross Sales (or such additional amount as required by the Regional Co-op as set forth in Section 9F(4)). Franchisee

acknowledges that Relive shall not be required to reimburse Franchisee for any amount that Franchisee's Regional Marketing Fund contribution or the Regional Co-op contribution exceeds Franchisee's Local Health Center Marketing obligation.

(2) Relive or its designee periodically shall advise Franchisee of the advertising and sales promotions authorized by Relive and may provide general guidelines for Local Health Center Marketing. Local advertising and promotion materials may be purchased from any approved source. These materials and procedures for disseminating such materials must comply with federal and local laws and regulations, including but not limited to, the Lanham Act, 15 U.S.C. § 1125 et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. (the "TCPA"); 47 CFR 64.1200; the Controlling the Assault of Non-Solicited Pornography And Marketing Act, 15 U.S.C. § 103 et seq. ("CAN SPAM"); and 16 CFR 316, and with the guidelines for advertising and promotion promulgated from time to time by Relive or its designee. Advertising, marketing, or other communication to customers or potential customers by telephone, including telephone calls and text messages, or facsimile shall be done, if at all, at the sole discretion and the direction of Franchisee and shall not be reviewed, approved, or otherwise controlled by Relive. Franchisee agrees that Franchisee will be solely responsible for complying with any laws pertaining to communications by telephone, including telephone calls and text message, or facsimile, including but not limited to, the TCPA. Franchisee is responsible for retaining independent counsel for advice on compliance with all federal, state, and local laws and regulations pertaining to such practices. All print, e-mail, and online advertising materials shall be submitted to Relive or its designee prior to first use for written approval by Relive. In no event shall Franchisee's print, email, or online advertising materials contain any statement or material that, in the sole discretion of Relive, may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with the public image of Relive or the System. Relive shall have the right to require Franchisee to include in advertising and promotional materials any information or statements, including that "Franchises Are Available."

(3) Within 30 days after the end of each calendar quarter, Franchisee shall provide Relive or its designee copies of all documentation demonstrating the amount and types of Local Health Center Marketing expenditures made by Franchisee in the prior calendar quarter. If, in any period designated by Relive, Franchisee spends less than the required amount for authorized and approved Local Health Center Marketing, the difference between the required amount and the amount actually spent shall be paid to the National Marketing Fund or as otherwise directed by Relive, within 10 days after demand for payment is sent to Franchisee. In determining whether Franchisee has spent the required amount in any period, only expenditures made in that period will be counted, there will be no carryover from any previous period of any expenditures and Relive will exclude payments for any expenditures Relive deems inappropriate (including but not limited to free or discounted services, employee incentive programs, charitable contributions, sponsorship of sporting, charitable, or similar events, public relations firms, dedicated employee salary, employing advertising agencies, lighting, signage, décor, directory listings, the purchase or maintenance of vehicles and other similar payments without Relive prior written consent).

H. Marketing Materials. From time to time, Relive or its designee may furnish Franchisee with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges. Franchisee shall not modify any of these materials without Relive's prior written consent.

I. Websites and Internet Marketing. Relive has established and maintains an Internet

presence, including but not limited to websites that provide information about the System and the services provided by Relive Businesses. The term “Website” as used in this Agreement means an interactive electronic document or page connected to the World Wide Web, including but not limited to mobile media and social media pages (such as Facebook, Twitter, TikTok, and Yelp) or other Internet presence. Relive has the right, but not the obligation, to include on a Website information about the Health Center. If Relive includes such information, Relive may require Franchisee, at its sole expense, to prepare all or a portion of that information using a template provided by Relive. Relive must approve all content that Franchisee requests to be posted on Relive’s Website. Relive owns all intellectual property and other rights to control, modify, or delete the Website, and all information contained therein (including, without limitation, all domain names, URLs, logs of Website visitors, and any and all personal or business data that Website visitors supply). Relive retains the sole right to market on the Internet, including the use of a Website, domain name, URL, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Relive’s Internet marketing and shall be required to follow Relive’s Intranet and Internet usage rules, policies and requirements. Relive retains the sole right to approve any linking or other use of a Website. In connection with any Website that refers to the Health Center, the services or products offered by Relive, or the Marks, you agree to the following:

(1) Franchisee may not establish a presence on, or market using, the Internet in connection with the Health Center without Relive’s prior written consent;

(2) Franchisee will not establish a Website or permit any other party to establish a Website that relates in any manner to the Health Center or referring to the Marks; and

(3) Relive has the right, but not the obligation, to provide one or more references or webpage(s) to the Clinic, as Relive may periodically designate, within Relive’s Website.

J. Telephone and Online Directory Listings. All online directory listings are the property of and are administered by Relive. Franchisee shall maintain, at its sole expense, one or more telephone and online directory listings for the Health Center as Relive requires from time to time.

10. MANUALS

A. Loan by Relive. Franchisee acknowledges receipt upon access to an electronic version of Relive’s confidential and proprietary Manuals, which contain information and knowledge that is unique, necessary and material to the System. (As used in this Agreement, the term “Manuals” also includes other publications, materials, drawings, memoranda, videotapes, audio tapes, and electronic media that Relive from time to time may loan to Franchisee.) The Manuals shall remain the sole property of Relive. Franchisee’s electronic access to the manuals will be removed upon the termination or expiration of this Agreement. Franchisee shall promptly return any print copies of the Manuals to Relive upon the termination or expiration of this Agreement.

B. Revisions to the Manuals. Relive may supplement or amend the Manuals from time to time by letter, electronic mail, bulletin, videotapes, audio tapes, software or other communications concerning the System to reflect changes in the image, specifications and standards relating to developing, equipping, furnishing and operating a Relive Business. Franchisee shall keep its copy of the Manuals current and up-to-date with all additions and deletions provided by or on behalf of Relive and shall purchase whatever equipment and related services (including, without limitation, computer system, Internet service, dedicated phone line, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of any portion of the Manuals develops, the master copy of that portion of the Manuals maintained by Relive at its principal offices shall control.

C. Confidentiality of Manuals. The Manuals contain detailed standards, specifications, instructions, requirements, methods and procedures for management and operation of Relive Businesses. The Manuals also may relate to management and training; marketing, advertising and sales promotions; maintenance and repair of the building, grounds, equipment, graphics, signs, interior and exterior décor items, fixtures and furnishings; employee dress attire and appearance standards; and accounting, bookkeeping, records retention and other business systems, procedures and operations. Franchisee agrees, at all times, to operate the Health Center in strict conformity with the Manuals; to maintain the Manuals at the Health Center; to not reproduce the Manuals or any portion thereof; and to treat the Manuals as confidential and proprietary.

11. MODIFICATIONS OF THE SYSTEM

A. Changes by Relive. Relive, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the Manuals, the required equipment, the signage, the computer systems, the building and premises of the Health Center (including the trade dress, décor and color schemes), the presentation of the Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to Relive (including electronic means of reporting and payment) and the adoption and use of new or modified Marks or copyrighted materials. Franchisee shall accept and use or display in the Health Center any such changes or modifications in the System as if they were a part of the System at the time this Agreement was executed, and Franchisee, at its sole expense, will make such expenditures as the changes or modifications in the System may reasonably require. Relive shall give Franchisee a reasonably adequate time to prepare for such expenditures and make such changes or modifications.

B. Changes to Services. Within 30 days after receipt of written notice from Relive, Franchisee shall begin selling/offering any newly-authorized service and cease selling any service that is no longer authorized. If Franchisee has a suggestion for a new service, or a modification to an existing service, or Franchisee desires to participate in a test market program, Franchisee shall provide Relive written notice prior to implementation. Franchisee shall not offer at the Health Center a new service, modify an existing service or participate in a test market program without obtaining Relive's prior written approval. Franchisee shall purchase any additional equipment as Relive deems necessary in connection with new services; provided that, Franchisee shall have a reasonable period of time, as determined by Relive in its sole discretion, to finance, purchase and install such equipment before the new service must be offered for sale at the Health Center.

C. Variations. Relive has the right, in its sole discretion, to waive, defer or permit variations from the standards of the System for any franchisee or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, trade area population or any other condition or circumstance. Relive shall have the right, in its sole discretion, to deny any such request Relive believes would not be in the best interests of the System.

D. New Concepts Developed by Franchisee. If Franchisee develops any new concepts, processes, technology, marketing, or improvements relating to the System, whether or not pursuant to a Relive authorized test, Franchisee promptly shall notify Relive and provide Relive with all information regarding the new concept, process or improvement, all of which shall become the property of Relive and its affiliates and which may be incorporated into the System without any payment to Franchisee. Franchisee, at its expense, promptly shall take all actions deemed necessary or desirable by Relive to vest in Relive ownership of such concepts, processes or improvements.

12. TRAINING

A. Initial Training Program.

(1) At least 15 days before Franchisee opens the Health Center, Franchisee (or, if Franchisee is a business entity, Franchisee's Operating Principal) must successfully complete and be certified by Relive in the initial training program. Additional personnel may attend the initial training program if Relive deems attendance appropriate in light of Franchisee's needs and the availability of Relive's personnel. After Franchisee (or Franchisee's Operating Principal) has successfully completed and been certified in the initial training program, Franchisee (or the Operating Principal) must train Franchisee's Health Center Managers (and any other employees Relive designates) in accordance with the System and Franchisee must certify to Relive that such persons have successfully completed all required training. Relive reserves the right to determine, in its sole discretion, whether each trainee trained by Franchisee (or Franchisee's Operating Principal) has successfully completed the initial training program.

(2) Relive will not charge Franchisee a fee to attend the initial training program offered by Relive; however, Franchisee must pay Relive's then-current training fee for any additional, subsequent, replacement or substitute personnel who attend that initial training program. Franchisee must pay all travel expenses, living expenses, wages and other incidental expenses incurred by all trainees while attending the initial training program.

(3) Relive will not authorize the Health Center to open until at least 1 person who will work at the Health Center has successfully been trained and certified. (Relive recommends, but does not require, that Franchisee employ at least 2 fully trained certified management personnel.) Subsequent to the opening of the Health Center, Franchisee must employ at least 1 trained and certified person to oversee the operation of the Health Center and the Health Center must, at all times, be under the direct, on-site supervision of a trained and certified individual. If the Health Center is not under the direct, on-site supervision of a trained and certified individual at all times, Relive may charge Franchisee a penalty fee or place Franchisee in default under this Agreement.

(4) Relive reserves the right to dismiss from the initial training program any person whom Relive does not believe will perform acceptably in the position for which he/she has been hired by Franchisee and Franchisee must provide a suitable replacement within 30 days of such dismissal. If any trainee fails to complete the initial training program to Relive's satisfaction, the trainee (or a substitute) may repeat the training; however, Relive will have no obligation to extend the Opening Deadline and, if Relive provides the training, Relive may charge Franchisee a training fee. In the alternative, Relive may terminate this Agreement.

B. Ongoing Training. Relive may provide and require Franchisee (or, if applicable, the Operating Principal), any Health Center Manager, any 10% Owner, and any other employee of Franchisee to attend ongoing training programs and seminars. Relive will not require any trainee to attend more than 5 days of ongoing training per calendar year. Relive will not charge a training fee for such ongoing training. Franchisee must pay for any travel expenses, living expenses, wages, and other expenses incurred by trainees while attending the ongoing training.

C. Additional Training. Relive shall have the right (which may be exercised at any time and in Relive's sole discretion) to require that Franchisee (or, if applicable, the Operating Principal), any Health Center Manager, any 10% Owner and/or any other employee of Franchisee take and successfully complete any additional training courses. Relive reserves the right to require Franchisee to pay a training fee as established by Relive from time to time for any additional training programs. Franchisee must pay for any travel expenses, living expenses, wages, and other expenses incurred by trainees while attending the

additional training programs.

D. Training Materials and Methods. All training materials that Relive provides to Franchisee remain Relive's property. Relive shall have the right to provide training programs in person, on tape, via the Internet or company intranet, in printed or electronic format, or by other means, as Relive determines.

E. Expenses. Franchisee is responsible for any travel expenses, living expenses, wages, and other expenses incurred by any trainee including Franchisee, the Operating Principal, any Health Center Manager, any 10% Owner and any other employee while attending Relive training programs.

F. In- Health Center Training by Franchisee. Franchisee shall conduct initial and continuing training programs for Franchisee's employees as Relive requires.

G. Annual Education Day. Franchisee (or, if Franchisee is a business entity, Franchisee's Operating Principal) must attend Relive's Annual Education Day. This Annual Education Day shall not count towards the 5 days of ongoing training described in Section 12(B). Relive may charge Franchisee a reasonable registration fee for attendance at the Annual Education Day. Franchisee must pay for any travel expenses, living expenses, wages, and other expenses incurred by Franchisee's attendees while attending the Annual Education Day.

13. ADDITIONAL SERVICES BY RELIVE

In addition to the services described elsewhere in this Agreement, Relive shall make the following services available to Franchisee at no additional cost:

A. Pre-Opening Assistance. Relive shall provide consultation and advice to Franchisee as Relive deems appropriate with regard to construction or renovation and operation of the Health Center, building layout, furnishings, fixtures and equipment plans and specifications, employee selection and training, purchasing and inventory controls and those other matters as Relive deems appropriate.

B. Pre-Opening of the Health Center. As Relive, in its sole discretion, deems appropriate in light of Franchisee's needs and the availability of Relive's personnel, Relive's representative(s) will provide opening assistance to Franchisee.

C. Post-Opening Assistance. Relive periodically, as it deems appropriate, shall advise and consult with Franchisee in connection with the operation of the Health Center. Relive may provide to Franchisee knowledge and expertise regarding the System and pertinent new developments, techniques and improvements in the areas of pricing, management, sales promotion, service concepts and other areas. Relive may provide these services through visits by Relive's representatives to the Health Center or Franchisee's offices, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications or other communications. If Relive determines, in its sole discretion, that Franchisee requires such assistance too frequently or Franchisee is using such assistance in an unintended manner, Relive, in its sole discretion, may elect to cease providing such post-opening assistance to Franchisee or charge Franchisee all reasonable costs and expenses incurred by Relive in providing such assistance to Franchisee.

14. INSPECTIONS

To determine whether Franchisee and the Health Center are in compliance with this Agreement, the Manuals and with all specifications, quality standards and operating procedures prescribed by Relive

for the operation of Relive Businesses, Relive or its designees shall have the right at any reasonable time and without prior notice to Franchisee to: **(A)** inspect the Franchised Location; **(B)** observe, photograph and videotape the operations of the Health Center for such consecutive or intermittent periods as Relive deems necessary; **(C)** test the equipment, utilized at the Health Center; **(D)** interview personnel of the Health Center; **(E)** interview customers of the Health Center; and **(F)** inspect and copy any books, records and documents relating to the operation of the Health Center or, upon the request of Relive or its designee, require Franchisee to send copies thereof to Relive or its designee. Franchisee agrees to cooperate fully with Relive or its designee in connection with any such inspections, observations, videotaping, product removal and interviews. Franchisee shall take all necessary steps to immediately correct any deficiencies detected during these inspections, including, without limitation, ceasing further use of any equipment, print, e-mail, or online advertising materials or supplies that do not conform with the standards and requirements promulgated by Relive from time to time. Franchisee shall present to its customers such evaluation forms as are periodically prescribed by Relive and shall participate and/or request that its customers participate in any surveys performed by or on behalf of Relive as Relive may direct.

15. PERFORMANCE STANDARDS AND UNIFORMITY OF OPERATION

Services performed and products sold under the Marks have a reputation for quality. This reputation has been developed and maintained by Relive, and it is of the utmost importance to Relive, Franchisee and all other franchisees of Relive that this reputation be maintained. In recognition of the mutual benefits that come from maintaining the reputation for quality enjoyed by the System, Franchisee covenants and agrees, with respect to the operation of the Health Center, that Franchisee and its employees shall comply with all of the requirements of the System as set forth in the Manuals or otherwise, and Franchisee additionally shall comply with the following:

A. Standards, Specifications and Procedures. Franchisee acknowledges that each and every detail of the appearance, layout, décor, services and operation of the Health Center is important to Relive and other Relive Businesses. Franchisee agrees to cooperate with Relive by maintaining these high standards in the operation of the Health Center. Franchisee further agrees to comply with all System specifications, standards and operating procedures (whether contained in the Manuals or any other written communication to Franchisee) relating to the appearance, function, cleanliness and operation of a Relive Business, including, but not limited to: **(1)** sales and marketing procedures and customer service; **(2)** advertising and promotional programs; **(3)** layout, décor and color scheme of the Health Center; **(4)** appearance and dress of employees; **(5)** safety, maintenance, appearance, cleanliness, sanitation, standards of service, and operation of the Clinic; **(6)** submission of requests for approval of brands of products, supplies and suppliers; **(7)** use and illumination of signs, posters, displays, standard formats and similar items; **(8)** identification of Franchisee as the owner of the Health Center; and **(9)** types of fixtures, furnishings, equipment, and packaging. Mandatory specifications, standards and operating procedures, including upgraded or additional equipment, that Relive prescribes from time to time in the Manuals, or otherwise communicates to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement.

B. Approved Products, Distributors and Suppliers

(1) Franchisee acknowledges that the reputation and goodwill of Relive Businesses are based upon, and can only be maintained by, the sale of distinctive, high-quality services. Relive has developed standards and specifications for advertising materials, furniture, fixtures, equipment, signage, decorations, inventory, forms, packaging, supplies and other items and services offered for sale at, or used in the operation of, Relive Businesses (collectively, “materials”). Franchisee agrees that the Health Center will:**(a)** offer for sale and sell only those services and products

approved by Relive and not subsequently disapproved; and **(b)** purchase from manufacturers, distributors, vendors and suppliers (collectively “suppliers”) approved by Relive, which may include Relive and/or its affiliates, all materials that meet the standards and specifications promulgated by Relive from time to time. Relive has the right to require that Franchisee use only certain brands and to prohibit Franchisee from using other brands. Relive may from time to time modify the list of approved brands and/or suppliers, and Franchisee shall not, after receipt of such modification in writing, reorder any brand from any supplier that is no longer approved.

(2) Relive may approve one or more suppliers for any materials and may approve a supplier only as to certain materials. Relive may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Relive Businesses or any other group of businesses franchised or operated by Relive or its affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by Relive. Relive may establish distribution facilities owned and operated by Relive or an affiliate that Relive shall designate as an approved supplier.

(3) If Franchisee proposes to purchase any materials (that Franchisee is not required to purchase from Relive, an affiliate of Relive or a designated supplier) from a supplier that Relive has not previously approved, Franchisee shall submit to Relive a written request for such approval or shall request the supplier to do so itself. Relive has the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier’s facilities, and that such information, specifications and samples as Relive reasonably designates be delivered to Relive and/or to an independent, certified laboratory designated by Relive for testing prior to granting, or refusing to grant, approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee. Relive reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the suppliers’ failure to continue to meet any of the foregoing criteria.

(4) Relive may, from time to time, conduct market research and testing to determine consumer trends, the salability of new services and products, any changes to specifications for the System for, among other things, equipment to be used in Relive Businesses. This research and testing will be conducted at the franchised, affiliate-owned or company-owned Businesses as designated by Relive. Franchisee agrees to cooperate in these efforts by participating in Relive’s customer surveys and market research programs, as required by Relive. All customer surveys and market research programs will be at Relive’s sole cost and expense, unless such survey or program has been approved by Franchisee and Franchisee has approved its proportionate cost. Franchisee shall not test anything without first being requested to by Relive and signing a test letter agreement in a form satisfactory to Relive.

(5) Relive and its affiliates disclaim all express or implied warranties concerning any approved materials or services, including, without limitation, any warranties as to merchantability, fitness for a particular purpose, availability, quality, pricing or profitability. Franchisee acknowledges that Relive and its affiliates may, under appropriate circumstances, receive fees, commissions, field-of-use license royalties, or other consideration from approved suppliers based on sales to franchisees, and that Relive may charge non-approved suppliers reasonable testing or inspection fees.

C. Technology.

(1) Computer System. Franchisee agrees to obtain and install such data processing equipment, computer hardware and software, point of sale systems, required dedicated telephone, DSL and power lines, high speed Internet connections, routers, printers, firmware, and other computer-related accessory or peripheral equipment as Relive specifies in the Manuals or otherwise (collectively, the “Computer System”). All of the foregoing must be able to provide Relive that information, in that format/medium, as Relive reasonably may specify from time to time. Franchisee must establish and maintain a high-speed static internet connection communication link. Franchisee shall provide all assistance required by Relive to bring Franchisee’s Computer System and point of sale system on-line with the computer system designated by Relive and maintained by Relive or its affiliates. Franchisee agrees that Relive shall have the free and unfettered right to retrieve any data and information from Franchisee’s Computer System and/or point of sales system as Relive, in its sole discretion, deems appropriate, including electronically polling the daily sales, customer data and other data of the Health Center. All data pertaining to, derived from or displayed at the Health Center (including customer information) is and shall be Relive exclusive property and Relive grants Franchisee a royalty-free non-exclusive right to use that information. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee agrees to strictly comply with Relive’s standards and specifications for all items associated with the computer system, as set forth in the Manuals. All of the hardware and software specified to be installed or purchased, or activities Franchisee is to accomplish, and the delivery cost of all hardware and software, shall be at Franchisee’s expense.

(2) Software System. Franchisee shall: **(a)** use the proprietary software program, system documentation manuals and other proprietary materials now and hereafter required by Relive in connection with the operation of the Health Center; **(b)** execute Relive’s or its affiliates’ software license or similar Agreement; **(c)** input and maintain in Franchisee’s Computer System such data and information as Relive prescribes in the Manuals, software programs, documentation or otherwise; **(d)** purchase new or upgraded software programs, system documentation manuals and other proprietary materials at then- current prices whenever adopted system-wide by Relive; and **(e)** purchase and utilize the HIPAA-compliant lead management CRM (“Driply”) from our affiliate at its then-current price. Currently, the fee is \$497 per month, per location, and is paid directly to our affiliate, plus an SMS fee of \$0.039 per 160-character segment and an email fee of \$0.0034 per 160-character segment for texting and email usage through Driply. You may also purchase additional optional management services, which include personalized support, text automations support, email marketing, and landing page creation, through Driply for \$249 per month.

(3) Life of Computer System. Franchisee acknowledges that computer systems are designed to accommodate a finite amount of data and terminals, and that, as these limits are reached, or as technology or software is developed in the future, Relive may, in its sole discretion, mandate that Franchisee: **(a)** add memory, ports and other accessories or peripheral equipment or additional, new or substitute software to the original Computer System purchased by Franchisee; and **(b)** replace or upgrade the entire Computer System with a larger system capable of assuming and discharging the computer-related tasks and functions specified by Relive. Franchisee also acknowledges that computer designs and functions change periodically and that Relive may desire to make substantial modifications to its computer specifications or to require installation of entirely different Computer Systems during the Initial Term or upon renewal of this Agreement.

(4) Upkeep of Computer System. To ensure full operational efficiency and communication capability between Relive’s computers and those of all Relive Businesses, Franchisee agrees, at its expense, to keep its Computer System in good maintenance and repair and to make additions, changes, modifications, substitutions and replacements to its computer

hardware, software, telephone and power lines and other computer-related facilities as directed by Relive, and on the dates and within the times specified by Relive in its sole discretion. Upon termination or expiration of this Agreement, all computer software, disks, tapes and other magnetic storage media shall be returned to Relive in good operating condition, excepting normal wear and tear. Because changes in technology are dynamic and not predictable, Franchisee agrees: (a) that Relive will have the right to establish, in writing reasonable new standards to address new technologies, and to implement those changes; and (b) to abide by Relive's reasonable new standards as if those changes are part of the System at the time this Agreement is signed.

(5) Computer System Specifications. Relive has the right to specify or require that certain brands, types, makes, and/or models of communications, Computer Systems, and hardware to be used by, between, or among Health Centers, including without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Clinics, between or among Health Centers, and between and among Franchisee's Health Centers and Relive, Relive's designee and/or Franchisee; (b) Cash Register Systems (defined below); (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode (e.g., form of telecommunications connection) and speed. Relive requires Franchisee to have support and maintenance contracts for the Computer System at all times. Franchisee will comply with Relive's requirements with respect to the Computer System. In this regard:

(a) Relive has the right, but not the obligation, to develop or have developed for Relive, or to designate, any or all of the following:

(i) computer software programs and accounting system software that Franchisee must use in connection with the Computer System ("Required Software"), which Franchisee must install;

(ii) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee must install;

(iii) the tangible media upon which such Franchisee must record or receive data;

(iv) the database file structure of Franchisee's Computer System;

(v) an Extranet for informational assistance, which may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions; and

(vi) answering service requirements and/or system-wide phone order processing of all delivery orders, and/or to designate vendors that will provide such order processing.

(b) Franchisee must implement and periodically upgrade and make other changes to the Computer System and Required Software as Relive may reasonably request in writing (collectively, "Computer Upgrades").

(c) Franchisee must comply with Relive's written specifications (whether in the Manuals or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at Franchisee's own expense.

(6) Data. Franchisee agrees that Relive shall have the free and unfettered right to retrieve any data and information from Franchisee's Computer System and/or point of sale system as Relive, in its sole discretion, deems appropriate, including but not limited to electronically, or otherwise, retrieving daily sales information, customer data and/or other data of the Health Center. Relive has the right, without prior notice to Franchisee, to retrieve such data and information from Franchisee's Computer System and point of sale system as Relive deems necessary or desirable and Franchisee agrees to fully cooperate with such efforts, including allowing unimpeded, immediate access to Franchisee's Computer System in the manner, form, and at the times that Relive requests. All data pertaining to the Health Center, all data created or collected in connection with the System or in connection with the operation of the Health Center, and all data that is otherwise provided by Franchisee (including, without limitation, data uploaded to, or downloaded from the Computer System) is and will be owned exclusively by Relive and Relive has the right to use such data in any manner Relive deems appropriate without compensation to the Franchisee. Franchisee shall not access any systems, software, databases, or other proprietary infrastructure of Relive without prior, written authorization by Relive.

(7) Customer Data. Franchisee agrees that all data and information that Franchisee collects from customers and potential customers in connection with the Franchisee's Health Center and all data derived from such collected data and information, including with without limitation customer statistics, behavioral information, and transactional history ("Customer Data") is deemed to be owned exclusively by Relive, and Franchisee agrees to provide such Customer Data to Relive upon request. Franchisee has the right to use Customer Data while this Agreement or a Successor Franchise Agreement is in effect, but only in connection with operating the Franchisee's Health Center and only in accordance with the policies that Relive establishes from time to time. Franchisee may not use Customer Data for any purpose other than operating the Franchisee's Health Center and marketing "Relive" products and services. Franchisee may not sell, loan, or otherwise transfer Customer Data to any individual or entity other than Relive. However, if Franchisee transfers the Health Center (as provided in Section 13 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Health Center.

(8) Ownership of Data. All data pertaining to, derived from, or displayed at the Health Center (including, without limitation, Customer Data) is and shall be the exclusive property of Relive, and Relive hereby grants Franchisee a royalty-free, non-exclusive, non-transferable license to use Customer Data during the Term of this Agreement for the sole purpose of operating Franchisee's Clinic. Relive has the right to periodically specify in writing, in the Manuals or otherwise, the information that Franchisee must collect and maintain on the Computer System and Franchisee will provide Relive with the reports that Relive may reasonably request from the data so collected and maintained. Franchisee agrees to: (a) transfer to Relive daily (or at such other intervals that Relive may reasonably require) all information and materials that Relive may require in connection with Franchisee's operation of the Health Center; (b) display such information and materials in the manner Relive may prescribe, including, without limitation, to employees of the Health Center.

(9) Privacy Laws. Franchisee will abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws").

(a) Franchisee will comply with Relive's standards and policies pertaining to Privacy Laws. If there is a conflict between Relive's standards and policies pertaining to

Privacy Laws and actual applicable law, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately give Relive written notice of said conflict; and (iii) promptly and fully cooperate with Relive and Relive's counsel in determining the most effective way, if possible, to meet Relive's standards and policies pertaining to Privacy Laws within the bounds of applicable law.

(b) Franchisee will not publish, disseminate, implement, revise, or rescind a data privacy policy without Relive's prior written consent as to said policy.

(10) **Cash Register Systems.** Franchisee will record all sales on computer-based point of sale systems on such other types of cash registers that Relive has the right to designate or approve in the Manuals or otherwise in writing ("Cash Register Systems"). The Cash Register System is deemed to be part of Franchisee's Computer System. Franchisee must utilize computer-based point-of-sale cash registers that are fully compatible with any program or system that Relive has the right to designate and Franchisee must record all royalty net sales and all revenue information on such equipment.

(11) **Identification of the Health Center.** Franchisee must use, and only use, the email address and other identifiers that Relive designates in writing in connection with the Health Center.

(12) **Changes to Technology.** Because changes to technology are dynamic and not predictable within the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees: (a) that Relive will have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Manuals or otherwise in writing, and that Relive has the right to implement those changes in technology into the System; and (b) to abide by Relive's reasonable new standards as if this Section 15C were periodically revised for that purpose.

(13) **E-Mail and Fax Communication.** Franchisee agrees that exchanging information with us by e-mail and fax is an important way to enable quick, effective, and efficient communication, and that Relive is entitled to rely upon each other's use of e-mail and faxes for communicating as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail and fax to exchange information, Franchisee authorizes the transmission of e-mail by Relive and Relive's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "Official Senders") to Franchisee and Franchisee's employees during the term of this Agreement.

(a) Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic means, subject to the limitations provided in Section 9G(2) without Relive's prior written consent as to: (i) the content of such e-mail advertisements or solicitations; and (ii) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee agrees that Franchisee will be solely responsible for complying with any laws pertaining to sending e-mails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

(b) Franchisee agrees that: (i) Official Senders are authorized to send e-mails and faxes to Franchisee and Franchisee's employees; (ii) Franchisee will cause Franchisee's officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen-

and-paper writing, as Relive may reasonably require) to Official Senders' transmission of e-mails and faxes to those persons, and that such persons shall not opt- out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee; and (iii) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails and/or faxes, from Official Senders during the term of this Agreement.

(c) The consent given above in this Section 15C(13) will not apply to the provision of notices under this Agreement by either party using e-mail unless and until the parties have otherwise agreed, in a pen-and-paper writing that both parties have signed.

(14) Data Security. Franchisee shall use its best efforts to protect customers and the Relive Computer System against cyber-events including, without limitation, a data breach or other identity theft or theft of personal information, computer viruses, malware, or ransomware (collectively, a "Cyber Event"). If a Cyber Event occurs, regardless of whether such event affects only the Franchisee, Relive reserves the right to perform and/or control all aspects of the response to such event including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, law enforcement agencies, regulatory authorities, and the general public. Our control of the response may potentially affect or interrupt operations of the Franchisee but does not create any additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of their indemnification obligations pursuant to Section 27(A). Franchisee shall pay Relive an amount equal to Relive's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event due to any Cyber Event caused solely by Franchisee, Franchisee's agents or Franchisee's employees. Notwithstanding Relive's right to perform and/or control all aspects of the response to a Cyber Event, Relive agrees to make commercially reasonable efforts to coordinate such response with Franchisee and Franchisee's insurance carrier(s) and to cooperate with Franchisee's insurance carrier(s) regarding insurance coverage of such Cyber Event to the extent reasonably practicable under the circumstances. Franchisee shall at all times be compliant with: (a) the Payment Card Industry Data Security Standards ("PCI DSS"), (b) the NACHA ACH Security Framework, (c) Payment Rules (as defined below), (d) state and federal laws and regulations relating to data privacy, data security and security breaches and (e) our security policies and guidelines, all as may be amended from time to time (collectively, "Data Security Safeguards"). Relive may designate certain third-party consultant(s) to administer our data security program and evaluate Franchisee's compliance with the aforementioned standards. Franchisee is required to meet the reasonable requirements of the designated consultant(s) and maintain those certifications of compliance that Relive deem appropriate in its reasonable discretion. For purposes of this Agreement: "Payment Rules" means the operating rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time; "Payment Processors" means all credit card, debit card and/or ACH processors whose services Relive may require Franchisee to utilize, as well as payment gateway service providers; and "Payment Network" means Visa, MasterCard, and any credit or debit card network issuing credit or debit cards or their duly authorized entities, agents, or affiliates, together with NACHA. Franchisee is expected to obtain advice from appropriate legal and security consultants to ensure that Franchisee operates its Health Center at all times in full compliance with the Data Security Safeguards.

D. Upkeep of the Health Center. Franchisee shall constantly maintain and operate the Health Center (including all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, the building interior and exterior, interior and exterior lighting, landscaping and parking lot surfaces) in first- class condition. Franchisee shall perform any repairs, maintenance, and replacements to the Health Center as Relive may prescribe from time to time, including all ongoing necessary remodeling,

redecorating, refurbishing and repairs. The maintenance required by this Section shall include periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Capital expenses necessary for the upkeep of the Franchised Location are not subject to the time limitations described in Section 15E. Franchisee shall not make any material alterations to the Health Center that affect operations or the image of the System without Relive's prior written approval.

E. Remodeling/Modernization. Upon Franchisee's receipt of written notice from Relive, Franchisee shall undertake all structural changes, major remodeling and renovations, and substantial modifications to modernize and conform the Health Center to the image of the System for new franchised and company-owned Relive Businesses as Relive may reasonably require of Franchisee. Franchisee shall not be required to undertake such improvements more often than once every 5 years. Within 60 days after receipt of Relive's written notice regarding the required modernization, Franchisee shall prepare and complete drawings and plans for the required modernization. These drawings and plans must be submitted to, and their use approved by, Relive prior to the commencement of work. All changes made pursuant to this Section shall also comply with Section 5 of this Franchise Agreement. Franchisee shall complete the required modernization within the time reasonably specified by Relive in its written notice. Franchisee acknowledges and agrees that the requirements of this Section are both reasonable and necessary to ensure continued public acceptance and patronage of Relive Businesses, to assist the Health Center to compete effectively in the marketplace and to avoid deterioration or obsolescence of the operation of the Health Center.

F. Operation of the Health Center. Franchisee shall use the Franchised Location solely for the operation of the Health Center and shall maintain sufficient inventories of materials, adequately staff each shift with qualified employees and continuously operate the Health Center at its maximum capacity and efficiency for the minimum number of days and hours set forth in the Manuals or as Relive otherwise prescribes in writing (subject to the requirements of local laws and licensing requirements). Franchisee shall continuously operate the Health Center during the Initial Term (except for interruption by reason of events constituting Force Majeure as defined in Section 30).

G. Customer Complaints. Franchisee shall immediately resolve any customer complaints regarding the quality of services offered for sale at the Health Center, cleanliness of the Health Center and any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use its best efforts to resolve the customer complaints as soon as practical and shall, whenever feasible, give the customer the benefit of the doubt. If Relive, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if Relive, in its sole discretion, believes that Franchisee has failed adequately to address or resolve any customer complaints, Relive may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover Relive's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay to Relive immediately on demand. If, at any time during the Initial Term Relive determines that it is necessary to provide any services directly to Franchisee's customers, Relive may provide those services and Franchisee must reimburse Relive for all costs and expenses incurred by Relive.

H. Health Center Management and Personnel

(1) To ensure that the Health Center's operations comply with the operating standards as promulgated by Relive from time to time in the Manuals or otherwise in written or oral communications, the Health Center shall at all times be under the on-site supervision of Franchisee, the Operating Principal, a Health Center Manager, or a 10% Owner who has successfully completed Relive's initial training program. The Health Center shall, at all times, employ at least 1 person

who has successfully completed Relive's initial training program, to Relive's satisfaction. If at any time, the Health Center fails to employ at least 1 person who has successfully completed Relive's initial training program, within 10 days, Franchisee must hire replacement personnel, obtain Relive's consent to that person, and enroll that person in the initial training program.

(2) Franchisee shall hire all employees of the Health Center and be exclusively responsible for the terms of their employment and compensation, including but not limited to the hiring, firing, setting hours for, and supervising of all employees and for the proper training of such employees with respect to the operation of the Health Center, human resources and customer relations. Franchisee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of Relive and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the Manuals. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Health Center.

(3) Franchisee shall, as of the date that Franchisee executes this Agreement and at all times during the Initial Term, identify in Appendix A any other businesses that Franchisee and/or Operating Principal own an interest in, actively manage, operate, or otherwise are involved with and provide a description of the ownership interest or management role with that business.

(4) No employee of the Franchisee will be deemed to be an employee of Relive for any purpose whatsoever, and nothing in any aspect of the System or the Trademarks in any way shifts the employee or employment-related responsibility from the Franchisee to Relive.

I. Signs and Logos. Subject to local ordinances, Franchisee shall prominently display in and upon the land and buildings of the Health Center interior and exterior signs and logos using the name "Relive®," without any prefix or suffix, and those other names, marks, advertising signs and logos, of such nature, form, color, number, location and size, and containing that material as Relive may from time to time direct. Franchisee must submit all sign, logo, and advertising media to Relive for approval. Franchisee shall not display in or upon the Franchised Location any sign, logo or advertising media of any kind to which Relive objects.

J. Non-Authorized Equipment. Franchisee shall not install at the Health Center any non-authorized equipment.

K. Compliance with Laws and Good Business Practices. Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Health Center. Franchisee shall operate the Health Center in full compliance with all applicable laws, ordinances and regulations including, without limitation, all laws or regulations governing or relating to immigration and discrimination, occupational hazards and health insurance, employment laws, including, without limitation, workers' compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes, social security taxes and sales taxes. Franchisee shall timely pay all obligations relating to the Health Center. All advertising and promotion by Franchisee shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee shall, in all dealings with Franchisee's customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the goodwill associated with the Marks or the business of Relive, its affiliates, the System or other businesses operated or franchised by Relive or its affiliates. Franchisee shall notify Relive in writing within 5 days after the commencement of: (a) any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental

instrumentality that may adversely affect the operation or financial condition of Franchisee or the Health Center; or (b) of any notice of violation of any law, ordinance or regulation relating to health or sanitation at the Health Center.

L. Non-Cash Payment Systems. Franchisee shall participate in any program established by Relive relating to the sale or acceptance of stored value gift cards. Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by Relive to enable customers to purchase authorized products and services and shall obtain all necessary hardware and/or software used in connection with these non-cash payment systems. Franchisee shall reimburse Relive for all costs associated with such non-cash payment systems as they pertain to the Health Center.

M. Customer Satisfaction and Retention Programs. In order to (among other things) maintain and enhance the goodwill associated with the Marks, the System and each Relive Business, Franchisee agrees to participate in programs initiated to verify customer satisfaction and/or Franchisee's compliance with all operational and other aspects of the System, including (but not limited to) an 800 number, secret shopper, loyalty and/or rewards programs or other customer satisfaction and retention programs as Relive may require. Relive will share the results of these programs, as they pertain to the Health Center, with Franchisee. Franchisee will reimburse Relive for all costs related to the Health Center associated with any and all of these programs.

N. Pricing. Relive may establish periodically the minimum price that Franchisee must charge for one or more products or services offered for sale at the Health Center. For any Relive Business or group of Relive Businesses, Relive may modify the established price required by this Section if, in Relive's sole judgment, there are demonstrated circumstances justifying such modification.

O. Compliance with System Standards. Franchisee acknowledges and agrees that its operation and maintenance of the Health Center in accordance with System Standards are essential to preserve the goodwill of the Marks and all Relive Businesses. Therefore, at all times during the Term, Franchisee agrees to operate and maintain the Health Center in accordance with each and every System Standard, as Relive periodically modifies and supplements them during the Term. "System Standards" may be defined in this Franchise Agreement or the Manuals.

Franchisee acknowledges the importance of operating the Health Center in accordance with the System, including the Manuals, that any deviation from the requirements of the System will damage the System and Relive's goodwill, and that these damages would be very difficult to quantify. Accordingly, Franchisee agrees that if Franchisee continues to deviate from any of the Manuals or System standards after having been given notice by Relive of any of those (in each case in reasonable details as to identify the nature of the deviation and the required action and time during which to effect cure), or other deviations, Franchisee will pay Relive the following amounts as liquidated damages:

First violation during a consecutive 12-month period:	\$500
Second violation during a consecutive 12-month period:	\$750
Each additional violation during a consecutive 12-month period:	\$1,000

These damages will be paid to Relive within five (5) days of Relive giving Franchisee notice that Franchisee has failed to cure the violation within the time allotted and the amount due. Relive does not have to exercise this right to impose liquidated damages and may seek any other remedies available to us, including termination of this Agreement (following written notice as more fully described in Section 23 hereunder), even if Relive has imposed liquidated damages previously for other violations.

16. MARKS

A. The term “Marks” as used in this Agreement refers to all words, symbols, insignia, devices, designs, trade names, service marks or combinations thereof designated by Relive and/or its affiliates as identifying the System and the services provided or products sold in connection with the System. Relive shall, from time to time, advise Franchisee as to any additions or deletions to the Marks and Franchisee’s right to use the Marks shall be deemed modified by those additions or deletions.

B. Franchisee’s right to use the Marks is limited to its use of the Marks in the operation of the Health Center at the Franchised Location and as expressly provided in this Agreement and the Manuals. Franchisee shall not use the Marks on any vehicles without Relive’s prior written approval. Franchisee shall not use the Marks or any variations of the Marks or marks or names confusingly similar to the Marks in any manner not authorized by Relive (including any online or electronic use) or in any business entity name and shall not use any other trade names, service marks or trademarks in conjunction with the Health Center. If local laws or ordinances require that Franchisee file an affidavit of doing business under an assumed name or otherwise make a filing indicating that the Marks are being used as a fictitious or assumed name, Franchisee shall include in such filing or application an indication that the filing is made “as a franchisee of Relive Franchising LLC.” Franchisee shall use the symbol ® with all registered marks and the symbol ™ with all pending registrations or other marks.

C. Franchisee shall not use the Marks in any Internet domain name, e-mail address or in the operation of any Internet web site without Relive’s prior written consent.

D. If Relive should elect to use a principal name other than “Relive” to identify the System, Relive may select another name and notify Franchisee to change all or some items bearing the Marks to the new name within a reasonable period of time as determined by Relive and Franchisee promptly shall adopt that name, at Franchisee’s sole expense. Franchisee agrees that nothing in this Agreement gives it any right, title or interest in the Marks (except the right to use the Marks in accordance with the terms of this Agreement), that the Marks are the sole property of Relive and its affiliates, that Franchisee shall not directly or indirectly contest the validity or ownership of the Marks or Relive’s right to license the Marks, and that any and all uses by Franchisee of the Marks and the goodwill arising therefrom shall inure exclusively to the benefit of Relive and its affiliates. Franchisee will not seek to register, reregister, assert claim to ownership of, license or allow others to use, or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar thereto, or the goodwill symbolized by any of the foregoing except to the extent this action inures to the benefit of, and has the prior written approval of, Relive. Any unauthorized use of the Marks by Franchisee or attempt by Franchisee, directly or indirectly, to register the Marks in any jurisdiction shall constitute a breach of this Agreement and an infringement of Relive’s rights in and to the Marks.

E. Franchisee promptly shall inform Relive in writing as to any infringement of the Marks of which it has knowledge. Franchisee shall not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement without first obtaining Relive’s written approval. Relive shall have the right, but not the obligation, to bring such action or take such steps as it may deem advisable to prevent any such infringement and to join Franchisee as a party to any action in which Relive is or may be a party and as to which Franchisee is or would be a necessary or proper party. Franchisee also shall promptly notify Relive of any litigation (including administrative or arbitration proceedings) of which Franchisee is aware instituted against Relive, its affiliates or Franchisee relating to the Marks. Franchisee shall execute any and all instruments and documents, render such other assistance and do any acts and things as may, in the opinion of Relive’s counsel, be necessary or advisable to protect and maintain Relive’s interests in the Marks, including, without limitation, Relive’s interests in litigation or proceedings before the U.S. Patent and Trademark Office or other tribunal relating to the Marks.

17. INSURANCE

A. Procurement of Insurance. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee’s development and operation of the Health Center, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development and/or operation of, the Health Center. Franchisee shall obtain the insurance required by this Section by no later than the date that Franchisee takes possession of the Franchised Location. Franchisee shall maintain, in full force and effect throughout the Initial Term, that insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development and operation of the Health Center, which shall include, at a minimum, the insurance policies of the kinds, and in the amounts, required by Section 17B.

B. Required Insurance Coverage. At a minimum, Franchisee shall maintain the following insurance coverage for the Health Center:

(1)

Policy Type	Minimum Coverage
Professional Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Sexual Abuse / Molestation Insurance	\$500,000 per occurrence and \$500,000 in the aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Commercial: Products-Completed Operations	\$500,000 in the aggregate
Commercial: Personal & Advertising Injury	\$500,000 per occurrence
Commercial: Damage to Premises Rented to You	\$200,000 per occurrence
Commercial: Medical Payments (Per Person)	\$10,000 per occurrence
Network Security & Data Privacy Liability	\$500,000 per occurrence and \$1,000,000 in the aggregate
First Party Privacy Breach Expenses	\$200,000 per occurrence and \$200,000 in the aggregate
Media Activities	\$50,000 per occurrence and \$50,000 in the aggregate
Regulatory Wrongful Acts	\$50,000 per occurrence and \$50,000 in the aggregate
HIPAA	\$500,000 per occurrence and \$500,000 in the aggregate

Policy Type	Minimum Coverage
License Defense	\$10,000 per occurrence and \$50,000 in the aggregate
Peer Review	\$10,000 per occurrence and \$50,000 in the aggregate
Subpoena Assistance	\$10,000 per occurrence and \$10,000 in the aggregate
Reimbursement of Lost Wages	\$1,000 per occurrence and \$10,000 in the aggregate
Reputation Protection	\$10,000 per occurrence and \$10,000 in the aggregate
Emergency Evacuation Expense	\$50,000 per occurrence and \$50,000 in the aggregate
Patient Property Damage	\$1,000 per occurrence and \$1,000 in the aggregate
“All risk” Property Insurance	Replacement Value
Plate Glass Coverage (if requires by lease)	Replacement Value
Comprehensive Automobile Insurance	Greater of \$1,000,000 or as required by law
Theft and Dishonesty Insurance	\$10,000 per occurrence
Business Interruption Insurance	At least 6 months
Employer’s Liability Insurance	\$1,000,000 per occurrence and \$1,000,000 in the aggregate
Worker’s Compensation Insurance	Greater of \$500,000 or as required by law
Landlord-Required Insurance	As required by lease
Umbrella	\$2,000,000

(2) Property Insurance written on an “All Risks” or “Special” policy for all risks (including floods and earthquakes where applicable) of physical loss or damage to the Health Center, equipment, business personal property, EDP property, inventory and other tangible property. Such insurance shall have a minimum limit adequate to cover risks on a replacement cost basis.

(3) Business Interruption coverage to include rental payment continuation for a minimum of 12 months, loss of profits and other extra expenses, including payment of royalty fees and marketing fund contributions, experienced during the period of restoration. Such coverage shall

include an extended period of no less than 180 days.

(4) Plate glass coverage for replacement of glass from breakage where required by the lease agreement.

(5) Workers' Compensation and Employer's Liability coverage shall include a waiver of subrogation with respects to Relive, its subsidiaries, and affiliates. This coverage shall also be in effect for all of Franchisee's employees who participate in any Relive training programs.

(6) Comprehensive Automobile Liability insurance shall cover usage of all owned, non- owned or hired vehicles.

(7) Relive may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Relive will provide to Franchisee written notice of such modifications and, upon receipt, Franchisee shall take prompt action to secure the additional coverage or higher policy limits.

C. General Policy Requirements. The following general policy requirements shall apply to each insurance policy that Franchisee is required to maintain under this Agreement:

(1) All insurance policies shall be written by an insurance company or companies satisfactory to Relive, in compliance with the standards, specifications, coverages and limits provided to Franchisee in writing.

(2) Each insurance policy shall be specifically endorsed to provide that the coverages shall be primary and that any insurance carried by any additional insured shall be excess and non-contributory.

(3) Relive, its subsidiaries, affiliates, managers, members, owners, directors, employees and agents shall be Additional Insured.

(4) Carrier shall be admitted to do business in the state in which the Health Center is located.

(5) Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Franchisee to third parties and all other items for which Franchisee is required to indemnify Relive under this Agreement.

(6) Each insurance policy shall be written by an insurance company that has received and maintains an "A VII" or better rating by the latest edition of Best's Insurance Rating Service or other rating reasonably approved by Relive.

(7) No insurance policy shall provide for a deductible amount that exceeds \$5,000, unless otherwise approved in writing by Relive, and Franchisee's co-insurance under any insurance policy shall be 80% or greater.

(8) Relive, and any entity with an insurable interest designated by Relive, shall be an additional insured in such policies to the extent each has an insurable interest.

D. Proof of Insurance. By the date that Franchisee takes possession of the Franchised

Location, and on each policy renewal date thereafter, Franchisee shall submit to Relive evidence of satisfactory insurance and proof of payment therefor. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to Relive. Upon Relive's request, Franchisee shall provide to Relive copies of all policies, amendments and riders.

E. No Representations. Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by Relive that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by Franchisee of its obligations under this Section, shall not relieve Franchisee of liability under the indemnification provisions of this Agreement.

F. Relive's Right to Procure Insurance. If Franchisee, for any reason, fails to obtain or maintain at least the insurance required by this Section 17, as revised from time to time in writing, Relive shall have the immediate right, but not the obligation, to procure such insurance and charge its cost to Franchisee. Upon Franchisee's receipt of written notice from Relive, Franchisee shall pay to Relive all out-of-pocket costs incurred by Relive in connection with obtaining such insurance on behalf of Franchisee.

18. ORGANIZATION AND MANAGEMENT OF FRANCHISEE

A. Representations.

(1) If Franchisee is a business entity, Franchisee makes the following representations and warranties: (a) it is duly organized and validly existing under the laws of the state of its formation; (b) it is qualified to do business in the state in which the Health Center will be located; (c) execution of this Agreement and the development and operation of Health Center is permitted by the governing documents; and (d) Franchisee's governing documents shall, at all times, provide that the activities of Franchisee are limited exclusively to the acquisition, development and operation of businesses franchised by Relive or its affiliates. Franchisee shall not use the name "Relive[®]" or any Marks in Franchisee's entity name.

(2) If Franchisee is an individual, or a partnership comprised solely of individuals, Franchisee makes the following representations and warranties: (a) each individual has executed this Agreement; (b) each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and (c) notwithstanding any transfer for convenience of ownership pursuant to Section 20D, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

B. Governing Documents. If Franchisee is a business entity, Franchisee shall submit to Relive copies of all governing documents and shall make any changes to the governing documents as requested by Relive. (By way of example, if Franchisee is a corporation, Franchisee shall submit copies of its Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, and all shareholder agreements, including buy/sell agreements.) When any of these governing documents are modified or changed, Franchisee promptly shall provide copies to Relive.

C. Ownership Interests. If Franchisee is a business entity, all interests in Franchisee are owned as set forth in attached Appendix C. During the Initial Term, Franchisee shall maintain a current list of all legal or beneficial owners (including the interest held by each owner) and, prior to any change in ownership interests, Franchisee shall execute addenda to Appendix C to ensure the information contained

in Appendix C is true, accurate and complete at all times. If any interest in Franchisee is owned by another business entity, Franchisee shall provide to Relive the information and documentation for that entity as required by this Section 18.

D. Restrictive Legend. If Franchisee is a business entity, Franchisee shall maintain stop-transfer instructions on its ownership records. Each ownership interest shall be endorsed as follows: “Any assignment or transfer of this interest is subject to the restrictions imposed on assignment by the agreements with Relive Franchising LLC.”

E. Continuity Group. If Franchisee is a business entity, Relive may require Franchisee to designate a “Continuity Group” which shall be listed on Appendix C. The Continuity Group shall at all times own at least 51% of the interests in Franchisee. In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Franchisee shall execute addenda to Appendix C to reflect the change.

F. Guarantees.

(1) All members of the Continuity Group and all of Franchisee’s officers, directors and 10% Owners (and their respective spouses) shall jointly and severally guarantee Franchisee’s payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Franchisee’s Obligations (“Guarantee”). Relive may require any guarantor to provide personal financial statements to Relive from time to time.

(2) With respect to the 10% Owners, Franchisee acknowledges that it is Relive’s intent to have individuals (and not business entities) execute the Guarantee. If any 10% Owner is not an individual, Relive may require the individuals with only an indirect ownership interest in Franchisee to sign the Guarantee. (By way of example, if a 10% Owner of Franchisee is a corporation, Relive may require that the Guarantee be executed by individuals who have an ownership interest in that corporation.)

(3) If Franchisee, any guarantor or any parent, subsidiary or affiliate of Franchisee holds any interest in other business that is franchised by Relive or its affiliates, the party who owns that interest shall execute, concurrently with this Agreement, a form of cross-guarantee to Relive and its affiliates for the payment of all obligations for such businesses. For purposes of this Agreement, an affiliate of Franchisee is any company controlled, directly or indirectly, by Franchisee or Franchisee’s parent or subsidiary.

G. Operating Principal. If Franchisee is owned by more than one individual, Franchisee shall designate and retain an individual to serve as the Operating Principal. The Operating Principal as of the date of this Agreement is identified in Appendix C. The Operating Principal shall meet all of the following qualifications:

(1) The Operating Principal, at all times, shall have at least a 10% equity ownership interest in Franchisee.

(2) The Operating Principal, at all times, shall be a member of the Continuity Group and, at a minimum, have full control over the day-to-day activities, including control over the standards of operations and financial performance, of the Health Center and those other businesses (that are franchised by Relive or its affiliates) operated by Franchisee in the same geographic area as the Health Center.

(3) The Operating Principal shall devote full-time and best efforts to supervising the operation of the Health Center and other businesses operated by Franchisee in the same geographic area that are franchised by Relive or its affiliates and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility. .

(4) The Operating Principal shall maintain a primary residence within a reasonable driving distance of the Health Center.

(5) The Operating Principal shall successfully complete and be certified in any training required by Relive pursuant to Section 12.

(6) Relive shall have approved the Operating Principal, and not have later withdrawn that approval.

If the Operating Principal no longer qualifies as such, Franchisee shall designate another qualified person to act as Operating Principal within 30 days after the date the prior Operating Principal ceases to be qualified. Franchisee's designee to become the Operating Principal must successfully complete Relive's initial training program and any additional training required by Relive. Following Relive's approval of a new Operating Principal, that person shall execute the attached form of Guarantee.

H. Health Center Manager(s). Relive requires that Franchisee designate at least one trained and certified Health Center Manager(s) of the Health Center. The Health Center Manager(s), as of the date of this Agreement, is identified in Appendix C. The Health Center Manager(s) shall meet all of the following qualifications:

(1) At all times when Franchisee, the Operating Principal (if applicable) or a 10% Owner who has successfully completed Relive's initial training program is not actively managing the Health Center, the Health Center Manager shall actively oversee and manage the Health Center and have full control over the day- to-day activities at that Business.

(2) The Health Center Manager shall devote reasonable efforts to supervise and manage the operation of the Health Center and shall not engage in any other business activity, directly or indirectly, that requires substantial management responsibility.

(3) The Health Center Manager shall execute a confidentiality, nondisclosure and non-competition agreement in favor of Relive and its affiliates.

(4) The Health Center Manager must be trained in accordance with the System and Franchisee must certify to Relive that the Health Center Manager has successfully completed all required training. Relive reserves the right to determine, in its sole discretion, whether the Health Center Manager trained by Franchisee (or the Operating Principal) has successfully completed the initial training program.

19. TRANSFERS BY RELIVE

Relive shall have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of its rights and obligations under this Agreement to any person or legal entity without the consent of Franchisee.

20. TRANSFERS BY FRANCHISEE

A. Consent Required. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Relive has entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience and demonstrated or purported ability in developing and operating high quality operations. Neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, or legal entity that directly or indirectly controls Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in Franchisee, this Agreement, the Franchise, the Health Center, the assets of the Health Center, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement (collectively "Transfer") without the prior written consent of Relive, unless otherwise permitted by this Section. Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of Relive shall be null and void and shall constitute a material breach of this Agreement, for which Relive may terminate this Agreement without providing Franchisee an opportunity to cure the breach.

B. Transfer Considerations. Franchisee shall advise Relive in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee and submit a copy of all contracts, agreements or proposals and all other information requested by Relive relating to the proposed Transfer. Franchisee shall not advertise the sale of any interest in any manner without Relive's prior written consent. If Relive does not exercise its right of first refusal (as described in Section 20(K)(D)), Relive shall not unreasonably withhold its consent to a proposed Transfer and such consent shall be based upon substantial compliance with the following factors:

(1) The proposed transferee (and if the proposed transferee is other than an individual, all persons that have any direct or indirect interest in the transferee as Relive may require) must meet the managerial, operational, experience, quality, character and business standards for a franchisee promulgated by Relive from time to time; must possess a good character, business reputation and credit rating; must have an organization whose management culture is compatible with Relive's management culture; and must have adequate financial resources and working capital to meet Franchisee's obligations under this Agreement.

(2) All of Franchisee's accrued monetary obligations to Relive and its affiliates (whether arising under this Agreement or otherwise) and all other outstanding obligations related to the Health Center (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied or, in the reasonable judgment of Relive, adequately provided for. Relive reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all of these obligations are satisfied.

(3) Franchisee is not then in material default of any provision of this Agreement or any other agreement between Franchisee and Relive or its affiliates, is in good standing as a franchisee with Relive and its affiliates, is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Health Center and is not in default beyond the applicable cure period with any vendor or supplier to the Health Center.

(4) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations must execute a general release and a covenant not to sue, in a form satisfactory to Relive, of any and all claims against Relive and its affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and Relive or its affiliates and Franchisee's operation of the Health

Center and all other businesses operated by Franchisee that are franchised by Relive or its affiliates.

(5) The transferor and/or all guarantors must sign a non-competition covenant, in form and substance satisfactory to Relive, in favor of Relive and the proposed transferee agreeing that, for a 2 year period, starting on the effective date of the Transfer, the transferor and/or all guarantors will not directly or indirectly, such as through members of their immediate family members (including a spouse, parent, sibling, or child, whether natural or adopted) own any legal or beneficial interest in, or render services or give advice to, any Competitive Business (as defined in Section 22C(2)(c)) within 75 miles of (i) of any site accepted by Relive for a Health Center, or (ii) of any then-existing Relive Business including the Health Center.

(6) The transferee and those employees of the transferee designated by Relive shall complete the training required by Relive. Relive reserves the right to charge the transferee a tuition fee for each person who attends such training programs.

Relive's decision with respect to a proposed Transfer shall not create any liability on the part of Relive: (a) to the transferee, if Relive approves the Transfer and the transferee experiences financial difficulties; or (b) to Franchisee or the proposed transferee, if Relive disapproves the Transfer. Relive, without any liability to Franchisee or the proposed transferee, has the right, in its sole discretion, to communicate and counsel with Franchisee and the proposed transferee regarding any aspect of the proposed Transfer.

C. Transfer Conditions. If Relive approves a proposed Transfer, prior to the Transfer becoming effective:

(1) The transferor shall pay Relive a nonrefundable Transfer fee in the amount of \$10,000 in connection with Relive's review of the Transfer application.

(2) Franchisee and the proposed transferee shall execute, at Relive's election, an assignment agreement and any amendments to this Agreement deemed necessary or desirable by Relive to reflect the Transfer and/or Relive's then-current standard form of franchise agreement for an initial term ending on the expiration date of the Initial Term. In either event, a guarantee of the type required by Section 18F shall be executed by those individuals identified in Section 18F. In addition, Franchisee, the proposed transferor and the proposed transferee shall sign all other documents and take such actions as Relive may require to protect Relive's rights under this Agreement.

(3) The transferor and the transferee shall sign such other documents and take such other actions as Relive may require to protect its rights under this Agreement.

D. Transfer for Convenience. If Franchisee is an individual or a partnership and desires to Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership, the requirements of Sections 20(B) and 20(C)(2) shall apply to such a Transfer; however, Franchisee will not be required to pay a Transfer fee. Relive's approval also will be conditioned on the following: (1) the corporation or limited liability company must be newly organized; (2) prior to the Transfer, the transferee shall comply with the provisions of Section 18 including providing Relive a copy of the documents specified in Section 18(B); and (3) Franchisee must own all voting securities of the corporation or membership interests of the limited liability company or, if Franchisee is owned by more than one individual, each person shall have the same proportionate ownership interest in the corporation or the limited liability company as prior to the Transfer. Any decision not to require any of the three conditions in the preceding sentence shall be at the sole discretion of Relive.

E. Stock Options. Notwithstanding the provisions of Sections 20(A) and 20(B), the issuance of options or the exercise of options pursuant to a qualified stock option plan or a qualified employee stock ownership plan shall not be considered a Transfer and shall not require the prior written approval of Relive; provided no more than a total of 49% of Franchisee's outstanding voting securities are subject to the qualified stock option plan or qualified employee stock ownership plan.

F. Publicly-Held Entity. If Franchisee was a publicly-held entity as of the date of the first franchise-related agreement between Franchisee and Relive or its affiliates, Section 20(B) shall be applicable to transfers of ownership interests in Franchisee only if the proposed Transfer would result in: (1) 50% or more of Franchisee's voting securities being held by different shareholders than as of the date of the first franchise-related agreement between Franchisee and Relive or its affiliates; or (2) any change in ownership of Franchisee's voting securities whereby any existing shareholder of Franchisee acquires an additional 10% or more of Franchisee's voting securities; or (3) any change in the membership of the Continuity Group (unless such change is a permitted Transfer pursuant to Section 20H).

G. Death/Incapacity. If the Transfer is a transfer of ownership interests in Franchisee following the death or permanent incapacity of a person with an ownership interest in Franchisee, Sections 20B and 20C(2) shall be applicable to that Transfer, and the Transfer must be completed within 180 days after the death or permanent incapacity of the person. Furthermore, Relive's right of first refusal shall not be triggered by this type of Transfer, and Franchisee will not be required to pay a Transfer fee.

H. Permitted Transfers. Notwithstanding the provisions of Sections 20(A) and 20(B), Relive agrees that, if the Transfer is a transfer of an ownership interest in Franchisee of 10% or less, provided that after the Transfer the Continuity Group owns at least 51% of all ownership interests in Franchisee, that Transfer shall be permitted without Relive's prior written approval, provided that: (1) Franchisee provides Relive written notice of its intent to undertake the Transfer at least 30 days prior to the effective date of the Transfer, together with documents demonstrating that the Transfer meets this Section; (2) at the time of Franchisee's notice to Relive, Franchisee is not in default of this Agreement or any other agreements between Franchisee and Relive or its affiliates; and (3) in connection with the Transfer, all persons who will have an ownership interest in Franchisee after the Transfer fully comply with the requirements of Section 18.

I. Security Interests. Franchisee shall not grant any security interest in its business, the Health Center, the Franchised Location or the assets used in the operation of the Health Center without Relive's prior written approval. Relive's approval may be conditioned, in its sole discretion, on the written agreement by the secured party that, in the event of a default by Franchisee under any agreement related to the security interest, Relive shall have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. If Franchisee (or any person with a direct or indirect interest in Franchisee) finances any part of the price paid in connection with the Transfer, the person or entity providing the financing must agree that all obligations of the proposed transferee and any security interests retained in the assets being transferred, will be subordinate to the proposed transferee's obligations to: (1) pay all amounts due to Relive and its affiliates; and (2) otherwise comply with this Agreement and all other agreements with Relive or its affiliates.

J. Public Offerings. Securities or partnership interests in Franchisee may be sold, by private or public offering, only with Relive's prior written consent (whether or not Relive's consent is required under any other provision of this Section). In addition to the requirements of Section 20.B., prior to the time that any public offering or private placement of securities or partnership interests in Franchisee is made available to potential investors, Franchisee, at its expense, shall deliver to Relive a copy of the offering

documents. Franchisee, at its expense, also shall deliver to Relive an opinion of Franchisee's legal counsel and an opinion of one other legal counsel selected by Relive (both of which shall be addressed to Relive and in a form acceptable to Relive) that the offering documents properly use the Marks and accurately describe Franchisee's relationship with Relive and/or its affiliates. The indemnification provisions of Section 27 shall also include any losses or expenses incurred by Relive and/or its affiliates in connection with any statements made by or on behalf of Franchisee in any public offering or private placement of Franchisee's securities.

K. Right of First Refusal.

(1) If any party holding any interest in Franchisee or in this Agreement receives a bona fide offer (as determined by Relive in its reasonable discretion) from a third party or otherwise desires to undertake any Transfer that would require Relive's approval (other than a Transfer for convenience of ownership pursuant to Section 20D), it shall notify Relive in writing of the terms of the proposed Transfer, and shall provide such information and documentation relating to the proposed Transfer as Relive may reasonably require. Relive or its designee may elect to purchase the interest that the seller proposes to Transfer any time within 30 days after receipt of written notification, and all documents and other information required by Section 20B, by sending written notice to the seller that Relive or its designee intends to purchase the seller's interest on the same financial terms and conditions offered by the third party (except that Relive or its designee shall not be obligated to pay any finder's or broker's fees). The closing on the sale of the interest shall take place no later than sixty (60) days after the date that Relive or its designee has notified the seller of its intention to purchase the interest. In purchasing the interest, Relive or its designee shall be entitled to set off any monies owed to Relive or its affiliates by Franchisee and Relive or its designee shall be entitled to all customary representations and warranties that the assets are free and clear (or, if not, accurate and complete disclosure) as to: (a) ownership, condition and title; (b) liens and encumbrances; (c) environmental and hazardous substances; and (d) validity of contracts inuring to the purchaser or affecting the assets, whether contingent or otherwise.

(2) If the offer to Franchisee involves assets in addition to this Agreement, the Franchised Location, the Health Center and other businesses operated by Franchisee that are franchised by Relive or its affiliates, Franchisee's notice to Relive shall state the cash value of that portion of the offer received by Franchisee relating to this Agreement, the Franchised Location, the Health Center and those other businesses. If the proposed offer provides for payment of consideration other than cash or it involves intangible benefits, Relive or its designee may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties are unable to agree within 30 days on the reasonable equivalent in cash of the non-cash part of the offer received by Franchisee or the cash value of that portion of the offer received by Franchisee relating to this Agreement, the Franchised Location, the Health Center and those other businesses, the amount shall be determined by two professionally certified appraisers, Franchisee selecting one and Relive or its designee selecting one. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third professionally certified appraiser who also shall determine the amount. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and Relive or its designee may exercise its right of first refusal within 30 days after being advised in writing of the decision of the appraisers. The cost of the appraisers shall be shared equally by the parties.

(3) Relive's failure to exercise its right of first refusal shall not constitute approval of the proposed Transfer nor a waiver of any other provision of this Section 20 with respect to a proposed Transfer. If Relive does not exercise its right of first refusal, Franchisee may not thereafter Transfer the interest at a lower price or on more favorable terms than those that have been offered

to Relive. Relive shall again be given a right of first refusal if a transaction does not close within four months after Relive elected not to exercise its right of first refusal. In no event shall Franchisee offer the interest for sale or transfer at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign, through any advertisement, either in the newspapers or otherwise, without first having obtained the written approval of Relive to the auction or advertisement.

(4) **No Waiver.** Relive's consent to any Transfer shall not constitute a waiver of any claims Relive may have against the transferring party, nor shall it be deemed a waiver of Relive's right to demand exact compliance with any of the terms of this Agreement by the transferee, nor will it be deemed a waiver of Relive's right to give or withhold approval to future Transfers.

21. **Intentionally Deleted**

22. **COVENANTS**

A. Best Efforts. Franchisee and, if applicable, the Operating Principal shall devote full time, energy, and best efforts to the development, management and operation to the development, management and operation of the Health Center.

B. Confidentiality

(1) Franchisee acknowledges and agrees that: (a) Relive owns all right, title and interest in and to the System; (b) the System consists of trade secrets and confidential and proprietary information and know-how that gives Relive a competitive advantage; (c) Relive has taken all measures necessary to protect the trade secrets and the confidentiality of the proprietary information and know-how comprising the System; (d) all material or other information now or hereafter provided or disclosed to Franchisee regarding the System is disclosed in confidence; (e) Franchisee has no right to disclose any part of the System to anyone who is not an employee of Franchisee; (f) Franchisee will disclose to its employees only those parts of the System that an employee needs to know; (g) Franchisee will have a system in place to ensure its employees keep confidential Relive's trade secrets and confidential and proprietary information, and, Franchisee shall obtain from those of its employees designated by Relive an executed Confidentiality and Nondisclosure Agreement in the form prescribed by Relive; (h) Franchisee will not acquire any interest in the System; and (i) Franchisee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Relive would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

(2) During the Initial Term or at any time thereafter, Franchisee shall not communicate or disclose any trade secrets or confidential or proprietary information or know-how of the System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to any of the Marks or the System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, techniques and other data that Relive or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement.

C. Restrictions

(1) Franchisee acknowledges and agrees that: (a) pursuant to this Agreement, Franchisee will have access to valuable trade secrets, specialized training and confidential information from Relive and/or its affiliates regarding the development, operation, purchasing,

sales and marketing methods and techniques of Relive and its affiliates and the System; **(b)** the System and the opportunities, associations and experience established and acquired by Franchisee under this Agreement are of substantial and material value; **(c)** in developing the System, Relive and its affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; **(d)** Relive would be unable adequately to protect the System and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among Relive Businesses if franchisees or area representatives were permitted to hold interests in Competitive Businesses (as defined in Section 22(C)(2)(c)); and **(e)** restrictions on Franchisee's right to hold interests in, or perform services for, Competitive Businesses will not hinder its activities.

(2) Franchisee covenants and agrees that during the Initial Term, and for a continuous period of 2 years following the expiration, termination or Transfer of this Agreement, Franchisee (nor any individual or entity with any an ownership interest in Franchisee) shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of any Relive Business to any competitor, by direct or indirect inducement or otherwise.

(b) Own, maintain, develop, operate, engage in, franchise or license, make loans to, have any interest in, render any services to, or give advice to, either directly or indirectly, any "Competitive Business." As used in this Agreement, the term "Competitive Business" means any business that offers various anti-ageing options including various Vitamin infusions, Vitamin booster shots, hormone optimization, Med Spa services and aesthetics. This restriction shall not apply to Franchisee's existing businesses, if any, which are identified in Appendix A, nor shall it apply to other businesses operated by Franchisee that are franchised by Relive or its affiliates.

(3) During the Initial Term, there is no geographical limitation on the restrictions set forth in Section 22(C)(2). Following the expiration, earlier termination or Transfer of this Agreement: **(a)** there are no geographical limitations on the restrictions set forth in Section 22C(2)(a) and **(b)** the restrictions in Section 22(C)(2)(c) shall apply within 75 miles of: (i) the border of any site accepted by Relive for a Health Center, or (ii) of any then-existing Relive Business including the Health Center.

(4) Franchisee agrees that, for a period of 2 years following the expiration, earlier termination or Transfer of this Agreement, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease or transfer the Franchised Location to any person, firm, partnership, corporation, or other entity that Franchisee knows, or has reason to know, intends to operate a Competitive Business at the Franchised Location. Franchisee, by the terms of any conveyance selling, assigning, leasing or transferring its interest in the Franchised Location, shall include these restrictive covenants as are necessary to ensure that a Competitive Business is not operated at the Franchised Location for this 2-year period, and Franchisee shall take all steps necessary to ensure that these restrictive covenants become a matter of public record.

(5) If any part of the restrictions in Section 22C is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or

distance may be reduced by appropriate order of the court to that deemed reasonable.

(6) If, at any time during the 2-year period following the expiration, earlier termination or Transfer of this Agreement, Franchisee fails to comply with its obligations under this Section, that period of noncompliance will not be credited toward Franchisee's satisfaction of the 2-year obligation.

D. Modification. Relive may, in its sole discretion, reduce the scope of any covenant in this Section 22 effective immediately upon Franchisee's receipt of written notice, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 31.

E. Execution of Covenants by Third Parties. At Relive's request, Franchisee shall obtain execution of covenants similar to those set forth in this Section 22 (including covenants applicable upon the termination of an individual's relationship with Franchisee) from all guarantors and any employees designated by Relive. Every covenant required by this Section 22(E) shall be in a form satisfactory to Relive, including, without limitation, specific identification of Relive as a third-party beneficiary of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of any covenant required by this Section 22(E) shall constitute a material breach of this Agreement.

F. Survival. The terms of this Section 22 shall survive the termination, expiration or any Transfer of this Agreement. The parties agree this Section 22 shall be construed as independent of any other provision of this Agreement.

G. Applicability. The covenants and restrictions contained in this Section 22 shall apply to Franchisee and all guarantors of Franchisee's obligations. With respect to guarantors, these restrictions shall apply for a 2-year period after any guarantor ceases to be the Operating Principal or an officer, stockholder, director, member of the Continuity Group, a 10% Owner or a spouse of one of the foregoing. The restrictions contained in this Section 22 shall not apply to ownership of less than a 5% legal or beneficial ownership in the outstanding equity securities of any publicly held corporation by Franchisee or any guarantor of Franchisee's obligations. The existence of any claim Franchisee or any guarantor of Franchisee's obligations may have against Relive or its affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Relive of the covenants in this Section 22.

23. DEFAULT AND TERMINATION

A. Termination Without Cure Period.

In addition to the grounds for termination that may be stated elsewhere in this Agreement, Relive may terminate this Agreement, and the rights granted by this Agreement, upon written notice to Franchisee without an opportunity to cure upon the occurrence of any of the following events:

(1) Franchisee has not obtained written acceptance from Relive of a site by the Site Acceptance Deadline.

(2) Franchisee begins construction or renovation before Relive has accepted the site and accepted the Plans.

(3) Franchisee fails to begin construction or renovation on or before the Construction Commencement Deadline.

- (4) Franchisee fails to open the Health Center on or before the Opening Deadline.
- (5) Franchisee ceases to continuously operate the Health Center for a period of 5 consecutive days, unless the closing is due to an act of God, fire or other natural disaster or is approved in writing in advance by Relive.
- (6) Franchisee is insolvent or is unable to pay its creditors (including Relive); files a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against Franchisee a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within one hundred twenty (120) days of the filing; Franchisee makes an assignment for the benefit of creditors; or a receiver or trustee is appointed for Franchisee and not dismissed within one hundred twenty (120) days of the appointment.
- (7) Execution is levied against Franchisee's business or property; suit to foreclose any lien or mortgage against the premises or equipment of the Health Center is instituted against Franchisee and is not dismissed within one hundred twenty (120) days; or the real or personal property of the Health Center shall be sold after levy thereupon by any sheriff, marshal or constable.
- (8) There is a material breach by Franchisee of any obligation under Section 15C(6) or Section 22.
- (9) Any Transfer that requires Relive's prior written approval occurs without Franchisee having obtained that prior written approval.
- (10) Relive discovers that Franchisee made a material misrepresentation or omitted a material fact in the information that was furnished to Relive in connection with its decision to enter into this Agreement.
- (11) Franchisee knowingly falsifies any report required to be furnished Relive or makes any material misrepresentation in its dealings with Relive or fails to disclose any material facts to Relive.
- (12) Franchisee fails to open the Health Center for business within 60 days after Relive first authorizes the opening of the Health Center.
- (13) Relive makes a reasonable determination that continued operation of the Clinic by Franchisee will result in an imminent danger to public health or safety.
- (14) Franchisee loses possession of the Franchised Location through its own fault or its failure to extend the lease for the Franchised Location through the Initial Term.
- (15) Franchisee, the Operating Principal, any stockholder, member, partner, director or officer of Franchisee, any member of the Continuity Group or any 10% Owner is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in the sole opinion of Relive, to adversely affect Relive, its affiliates or the System.
- (16) There is a material breach of any representation or warranty set forth in Section 35.

B. Termination Following Expiration of Cure Period

(1) Except for those items listed in preceding Section 23(A), if Franchisee fails to materially comply with any of the requirements imposed by this Agreement, the Manuals or otherwise in writing, or to carry out the terms of this Agreement in good faith, Franchisee shall have 30 days after receipt of written notice of default from Relive within which to remedy that default and provide evidence of that remedy to Relive. If any such default is not cured within that 30-day period, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that 30-day period, unless Relive notifies Franchisee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Franchisee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Franchisee begins taking the actions necessary to correct the default during the 30-day period and diligently and in good faith pursues to completion the actions necessary to cure the default.

(2) Notwithstanding the provisions of Section 23(B)(1), if Franchisee fails to timely pay any monies owed to Relive or its affiliates, Franchisee shall have 10 days after receipt of written notice of default from Relive within which to remedy that default. If Franchisee fails to pay such monies within that 10-day period, this Agreement will terminate effective immediately upon expiration of that time, unless Relive notifies Franchisee otherwise in writing.

(3) If Franchisee has received at least two notices of default within the previous 12 months, Relive shall be entitled to send Franchisee a notice of termination upon Franchisee's next default within that 12-month period under this Section 23(B)(3) without providing Franchisee an opportunity to remedy the default.

(4) In addition to the other provisions of this Section 23(B), if Relive reasonably determines that Franchisee is or will be unable to meet its obligations to Relive or its affiliates under this Agreement, Relive may provide Franchisee written notice to that effect and demand that Franchisee provide those assurances reasonably designated by Relive, which may include security or letters of credit for the payment of Franchisee's obligations to Relive and its affiliates. If Franchisee fails to provide the assurances demanded by Relive within 30 days after its receipt of written notice from Relive, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Relive notifies Franchisee otherwise in writing.

C. Termination Following Inspection. Relive has right to periodically conduct inspections of the Health Center to evaluate Franchisee's compliance with the System and this Agreement. Following each inspection, Relive will provide Franchisee an inspection report listing Franchisee's score on the inspection and those conditions at the Health Center that must be rectified. If Franchisee fails to achieve a passing score on two consecutive inspections, the second failed inspection report shall constitute a notice of default. If Franchisee fails to achieve a passing score on the third consecutive inspection (which will be conducted at least 30 days after the prior failing inspection), Relive may terminate this Agreement, without opportunity to cure, by providing Franchisee written notice of termination along with the inspection report.

D. Statutory Limitations. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

E. Franchisee shall have the right to terminate this Agreement and cease operating the Health

Center (without penalty or the payment of any damages) in the event that: (i) the Health Center has been open and in operation for at least thirty six (36) months; (ii) Franchisee provides at least one hundred twenty (120) days' advance notice; and (iii) the Health Center has a negative EBITDA over the aggregated past twenty four (24) full calendar months prior to the date of notice of termination pursuant to this provision (e.g., if Franchisee gives notices in February 2029 of its intent to close in June 2029, the Clinic would need to have a negative EBITDA, in the aggregate, over the period of time from February 1, 2027, to January 31, 2029). When calculating EBITDA for purposes of this Section, the owner(s)'s discretionary and not reasonably necessary costs shall be removed from the Clinic's expenses. The Franchisee shall offer Relive the right of first refusal prior to ceasing operations and follow the procedure identified in Section 20(K) of this Agreement.

24. OBLIGATIONS ON TERMINATION OR EXPIRATION

A. Post-Termination Obligations. Upon termination or expiration of this Agreement:

(1) The limited exclusive rights granted to Franchisee in the Protected Area immediately will terminate, and we will have the right to operate, or license others to operate, Relive Businesses anywhere in the Protected Area.

(2) Franchisee immediately shall cease operating a Relive Business at the Franchise Location.

(3) Franchisee immediately shall pay Relive and its affiliates all sums due and owing Relive or its affiliates relating to the Health Center.

(4) Franchisee promptly shall return to Relive the Manuals, any copies of any Manuals and all other confidential and/or proprietary materials and information furnished by (or that belongs to) Relive or its affiliates. Franchisee promptly shall return to Relive, in good condition and repair excepting normal wear and tear, all computer software, magnetic storage media and any hardware components used in the computer system that were provided by Relive or its affiliates. Franchisee shall provide to Relive (and keep no copies) the customer list for the Health Center.

(5) Franchisee and all persons and entities subject to the covenants contained in Section 22 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

(6) Franchisee immediately shall discontinue all use of the Marks in connection with the Health Center and of any and all items bearing the Marks; remove the Marks from the Health Center and from clothing, signs, materials, motor vehicles and other items owned or used by Franchisee in the operation of the Health Center; cancel all advertising for the Health Center that contains the Marks (including telephone directory listings unless Relive requests that Franchisee assign those listings to Relive); and take such action as may be necessary to cancel any filings or registrations for the Clinic that contain any Marks.

(7) Franchisee promptly shall make such alterations and modifications to the Franchised Location as may be necessary to clearly distinguish to the public the Franchised Location from its former appearance and also make those specific additional changes as Relive may request for that purpose. If Franchisee fails to promptly make these alterations and modifications, Relive shall have the right (at Franchisee's expense, to be paid upon Franchisee's receipt of an invoice from Relive) to do so without being guilty of trespass or other tort.

B. Evidence of Compliance. Within 30 days after the effective date of termination or expiration, Franchisee shall furnish Relive evidence (certified to be true, complete, accurate and correct by an officer of Franchisee) satisfactory to Relive of Franchisee's compliance with Sections 24A(2) – (7).

C. Other Business Operations. Franchisee shall not, except with respect to a Relive Business that is under development or open and operating pursuant to an effective franchise agreement: (1) operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is connected in any way with Relive or its affiliates or has any right to use the System or the Marks; (2) make, use or avail itself of any of the materials or information furnished or disclosed by Relive or its affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or (3) assist anyone not licensed by Relive or its affiliates to construct or equip an outlet substantially similar to a Relive Business.

25. OPTION TO PURCHASE

A. Upon the expiration or termination of this Agreement for any reason, Relive shall have an option to purchase from Franchisee some or all of the assets used in the Health Center ("Assets"). If Relive intends to exercise its option to purchase, within 60 days after the effective date of termination or expiration, Relive shall give written notice to Franchisee stating that Relive will exercise this option. As used in this Section 25, "Assets" shall mean and include, without limitation, leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in the Health Center, and the real estate fee simple or the lease or sublease for the Franchised Location.

B. Relive shall have the unrestricted right to assign the option to purchase the Assets. Relive or its assignee shall be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to Relive or affecting the Assets, whether contingent or otherwise. Relive shall be entitled to the entry of interlocutory and permanent orders of specific performance by a court of competent jurisdiction if Franchisee fails or refuses to timely meet its obligations under this Section 25.

C. The purchase price for the Assets ("Purchase Price") shall be the fair market value, (or, for leased assets, the fair market value of Franchisee's lease) determined as of the effective date of purchase in a manner that accounts for reasonable depreciation and condition of the Assets; provided, however, that the Purchase Price shall take into account the termination of this Agreement. Further, the Purchase Price for the Assets shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Health Center nor any goodwill or "going concern" value for the Health Center. Relive may exclude from the Assets purchased in accordance with this Section any equipment, vehicles, furnishings, fixtures, signs, and inventory that are not approved as meeting then-current standards for a Relive Business or for which Franchisee cannot deliver a Bill of Sale in a form satisfactory to Relive.

D. If Relive and Franchisee are unable to agree on the fair market value of the Assets within 30 days after Franchisee's receipt of Relive's notice of its intent to exercise its option to purchase the Assets, the fair market value shall be determined by two professionally certified appraisers, Franchisee selecting one and Relive selecting one. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price. The appraisers shall be given full access to the Health Center, the Franchised Location and Franchisee's books and records during customary business hours to conduct the appraisal and shall value the leasehold improvements, equipment, furnishings, fixtures,

signs and inventory in accordance with the standards of this Section 25. The appraisers' fees and costs shall be borne equally by Relive and Franchisee.

E. Within 10 days after the Purchase Price has been agreed to by the parties or set by appraisers, Relive may exercise its option to purchase the Assets by so notifying Franchisee in writing ("Purchase Notice"). The Purchase Price shall be paid at the closing of the purchase ("Closing"), which shall take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing:

(1) Franchisee shall operate the Health Center and maintain the Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Agreement; and

(2) Relive shall have the right to appoint a manager, at Relive's expense, to control the day-to-day operations of the Health Center and Franchisee shall cooperate, and instruct its employees to cooperate, with the manager appointed by Relive. Alternatively, Relive may require Franchisee to close the Health Center during such time period without removing any Assets from the Health Center.

F. For a period of 30 days after the date of the Purchase Notice ("Due Diligence Period"), Relive shall have the right to conduct such investigations as it deems necessary and appropriate to determine: (1) the ownership, condition and title of the Assets; (2) liens and encumbrances on the Assets; (3) environmental and hazardous substances at or upon the Franchised Location; and (4) the validity of contracts and liabilities inuring to Relive or affecting the Assets, whether contingent or otherwise. Franchisee will afford Relive and its representatives access to the Health Center and the Franchised Location at all reasonable times for the purpose of conducting inspections of the Assets; provided that such access does not unreasonably interfere with Franchisee's operation of the Health Center.

G. During the Due Diligence Period, at its sole option and expense, Relive may (1) cause the title to the Assets that consist of real estate interests ("Real Estate Assets") to be examined by a nationally recognized title company and conduct lien searches as to the other Assets; (2) procure "AS BUILT" surveys of the Real Estate Assets; (3) procure environmental assessments and testing with respect to the Real Estate Assets; and/or (4) inspect the Assets that consist of leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory ("Fixed Assets") to determine if the Fixed Assets are in satisfactory working condition. Prior to the end of the Due Diligence Period, Relive shall notify Franchisee in writing of any objections that Relive has to any finding disclosed in any title or lien search, survey, environmental assessment or inspection. If Franchisee cannot or elects not to correct any such title defect, environmental objection or defect in the working condition of the Fixed Assets, Relive will have the option to either accept the condition of the Assets as they exist or rescind its option to purchase on or before the Closing.

H. Prior to the Closing, Franchisee and Relive shall comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Health Center is located and the bulk sales provisions of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Health Center prior to Closing. Relive shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to Relive, any and all amounts owed by Franchisee and assumed by Relive and any other obligations of Franchisee that Relive becomes responsible for, assumes or pays, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Relive.

I. If the Franchised Location is leased, Relive agrees to use reasonable efforts to effect a termination of the existing lease for the Franchised Location. If the lease for the Franchised Location is assigned to Relive or Relive subleases the Franchised Location from Franchisee, Relive will indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date Relive assumes possession of the Franchised Location, and Franchisee will indemnify and hold Relive harmless from any liability under the lease prior to and including that date. If Franchisee owns the Franchised Location, Relive, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least 10 years with 2 options to renew of 5 years each and the rent shall be the fair market rental value of the Franchised Location. If Franchisee and Relive cannot agree on the fair market rental value of the Franchised Location, then appraisers (selected in the manner described in Section 25(D)) shall determine the rental value.

J. At the Closing, Franchisee shall deliver instruments transferring to Relive or its assignee: **(1)** good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Relive or its assignee), with all sales and other transfer taxes paid by the Franchisee; **(2)** all licenses and permits for the Health Center that may be assigned or transferred, with appropriate consents; and **(3)** the lease or sublease for the Franchised Location, with appropriate consents. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow.

26. RELATIONSHIP OF THE PARTIES

A. This Agreement does not create a fiduciary or other special relationship between the parties. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Relive or its affiliates. Franchisee shall have no right or power to, and shall not, bind or obligate Relive or its affiliates in any way or manner, nor represent that Franchisee has any right to do so. Franchisee shall not issue any press releases without the prior written approval of Relive.

B. Franchisee is an independent contractor and is solely responsible for all aspects of the development and operation of the Health Center, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Franchisee acknowledges that Relive has no responsibility to ensure that the Health Center is developed and operated in compliance with all applicable laws, ordinances and regulations and that Relive shall have no liability in the event the development or operation of the Health Center violates any law, ordinance or regulation.

C. The sole relationship between Franchisee and Relive is a commercial, arms' length business relationship and, except as provided in Section 27, there are no third-party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by Relive. In all public records, in relationships with other persons, and on letterheads and business forms, Franchisee shall indicate its independent ownership of the Health Center and that Franchisee is solely a franchisee of Relive. Franchisee shall post a sign in a conspicuous location in the Health Center which will contain Franchisee's name and state that the Health Center is independently owned and operated by Franchisee under a franchise agreement with Relive Franchising LLC.

27. INDEMNIFICATION

A. Except to the extent expressly limited by any applicable law, Franchisee and all guarantors of Franchisee's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to Relive), and hold harmless (to the fullest extent permitted by law) Relive and its

affiliates, and their respective successors, assigns, past and present stockholders, directors, officers, employees, agents and representatives (collectively, “Indemnitees”) from and against all “losses and expenses” (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with Franchisee’s activities under this Agreement. Franchisee promptly shall give Relive written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish Relive with copies of any documents from such matters as Relive may request.

At Franchisee’s expense and risk, Relive may elect to assume (but under no circumstances will Relive be obligated to undertake), the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish Franchisee’s obligation to indemnify and hold harmless Relive and Indemnitees. Relive shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

B. As used in this Section, the phrase “losses and expenses” shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys’ fees; expert witness fees; court costs; settlement amounts; judgments; compensation for damages to Relive’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

28. CONSENTS, APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of Relive, Franchisee shall make a timely written request to Relive therefor; and any approval or consent received, in order to be effective and binding upon Relive, must be obtained in writing and be signed by an authorized officer of Relive.

B. Relive makes no warranties or guarantees upon which Franchisee may rely by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, and assumes no liability or obligation to Franchisee therefor, or by reason of any neglect, delay, or denial of any request therefor. Relive shall not, by virtue of any approvals, advice or services provided to Franchisee, assume responsibility or liability to Franchisee or to any third parties to which Relive would not otherwise be subject.

C. No failure of Relive to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Relive’s right to demand exact compliance with any of the terms of this Agreement. A waiver by Relive of any particular default by Franchisee shall not affect or impair Relive’s rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Relive to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement affect or impair Relive’s right to exercise the same, nor shall such constitute a waiver by Relive of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Relive of any payments due to it hereunder shall not be deemed to be a waiver by Relive of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

29. NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and: **(A)** if to Franchisee, is addressed to Franchisee at the notice address set forth in Appendix A; and **(B)** if to Relive, is addressed to Relive Franchising LLC, 838 SW Federal Highway, Stuart, Florida 34994 (Attn: Margaret Lai, Esq., Chief Legal Officer) (Facsimile: (772) 264-2925) (Email: margaret.lai@relivehealth.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first refusal of delivery) and may be: **(1)** delivered personally; **(2)** transmitted by facsimile or electronic mail to the numbers or addresses set forth above (or in Appendix A) with electronic confirmation of receipt; **(3)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(4)** mailed via overnight courier.

30. FORCE MAJEURE

The term “Force Majeure” means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party and any other cause not within the control of the party affected thereby. Franchisee’s inability to obtain financing (regardless of the reason) shall not constitute Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure event to the other party by setting forth the nature thereof and an estimate as to its duration.

31. ENTIRE AGREEMENT

This Agreement, the Manuals, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the parties concerning the matters covered by this Agreement, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments (other than as set forth in the Franchise Disclosure Document). No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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.

32. DISPUTE RESOLUTION

A. Negotiation and Non-Binding Mediation. If any dispute, claim or controversy arises out of this Agreement or the parties’ relationship, before beginning any legal action, the parties must attempt to resolve the dispute, claim or controversy through negotiation (as described in Section 32A(1)) or non-

binding mediation (as described in Section 32(A)(2)); provided that Relive shall not be required to negotiate or mediate any such dispute, claim or controversy for enforcement of the provisions of this Agreement.

(1) **Negotiation.** The party initiating negotiation of any dispute, claim or controversy shall provide written notice to the other party describing the nature of the dispute, claim or controversy, specifying the relief sought and identifying the persons who are authorized to settle the dispute, claim or controversy. Within 10 days after receiving that notice, the other party shall designate in writing the persons who are authorized to settle the dispute, claim or controversy. The designated persons may take all actions necessary to investigate the dispute, claim or controversy provided however, within 14 days after the initial notice identifying the dispute, claim or controversy, those persons shall meet to negotiate a resolution of the dispute, claim or controversy.

(2) **Non-Binding Mediation.** If the parties fail to resolve any dispute, claim or controversy during a negotiation as set forth in Section 32A(1) within 30 days after the initial meeting of the persons designated by the parties, either party may notify the other party of its intent to commence non-binding mediation. Within 14 days after a request for mediation, the parties shall select a mediator who is experienced in the mediation of disputes in the franchise industry. Any mediation shall take place in the county where Relive has its principal offices. The parties will share the costs of mediation equally, exclusive of their respective attorneys' fees.

B. ARBITRATION. The parties agree that all controversies, disputes, or claims between the parties and their affiliates, and their respective owners, shareholders, officers, directors, agents, and/or employees arising out of or related to:

- (1) this Agreement or any other agreement between the parties or their affiliates;
- (2) Relive's (or any of its affiliates') relationship with Franchisee;
- (3) the scope and validity of this Agreement or any other agreement between the parties (or any of their affiliates) or any provision of such agreements (including the validity and scope of the arbitration obligations under this Section 32(B), which the parties acknowledge is to be determined by an arbitrator and not a court); or
- (4) any aspect of the Franchise System or any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "AAA"). The arbitration proceedings will be conducted by a single arbitrator and, except as this Section 18(E) otherwise provides, according to the then current commercial arbitration rules of the AAA. The AAA case manager shall provide us with a list of potential arbitrators and we and you shall strike any names and rank the remaining in order of preference. All proceedings will be conducted at a suitable location chosen by the arbitrator in the in the county where Relive has its principal offices. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state arbitration law.

The arbitrator has the right to award or include in its award any relief which he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the Panel may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 32(H) below, award any punitive or exemplary damages against either party (the parties hereby waive to the fullest extent permitted by law, except as expressly provided in Section 32(H) below, any right to or claim for any punitive or exemplary damages against the other). The award of the Panel shall be conclusive and binding upon all parties hereto

and judgment upon the Panel's award may be entered in any court of competent jurisdiction.

The parties agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party. Relive reserve the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 32(F).

The parties agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between the parties, their affiliates, and their respective shareholders, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between the parties and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 32(B) or Section 33, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 32(B), then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 32 (excluding this Section 32B).

Despite the parties' agreement to arbitrate, each of the parties have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that the parties must contemporaneously submit the dispute for arbitration on the merits as provided in this Section 32(B).

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

C. Choice of Forum. Subject to Section 32(B), and the provisions below, the parties agree that all actions arising under this Agreement or otherwise as a result of the relationship between the parties must be commenced in the state or federal court of general jurisdiction in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Franchisee resides or does business or where the Health Center is or was located or where the claim arose. Franchisee and each owner irrevocably submit to the jurisdiction of those courts and waive any objection that Franchisee (or the owner) might have to either the jurisdiction of or venue in those courts. Nonetheless, Franchisee and its owners agree that Relive may enforce this Franchise Agreement and any Arbitration orders and awards in the courts of the state or states in which Franchisee is domiciled or the Health Center is located.

D. Choice of Law. All matters relating to Arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United State Trademark act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), or other federal law, this Agreement and any dispute, claim or controversy arising out of, or relating to, the rights and obligations of the parties under this Agreement and any other dispute, claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any Florida law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

E. Limitations of Actions. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including any action relating to the offer and sale of a franchise to Franchisee) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

F. Reimbursement of Costs and Expenses. If either Relive or Franchisee institutes any action or proceeding against the other relating to the provisions of this Franchise Agreement or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. The prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court in the action or proceeding itself without the necessity for a cross-action by the prevailing party. The amount of these costs and expenses will be determined by the court.

G. Rights or Parties are Cumulative. The parties' rights under this Agreement are cumulative and the exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement by a party of any other right or remedy under this Agreement that it is entitled by law or this Agreement to exercise or enforce.

H. Waiver of Punitive Damages and Jury Trial. To the fullest extent permitted by law, the parties waive any right to, or claim for, any punitive or exemplary damages against the other party. The parties also agree that, in the event of a dispute between them, the party making a claim will be limited to recovery of actual damages, if any. In addition, the parties irrevocably waive trial by jury in any action, proceeding, and/or counterclaim brought by either party.

33. SEVERABILITY AND CONSTRUCTION

A. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which Relive is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

B. Except as otherwise provided in Section 27, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee and Relive and its affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

C. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which Relive is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

E. Whenever Relive has expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Relive may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. This also applies if Relive is deemed to have a right and/or discretion. Relive's judgment of what is in the best interests of the System, at the time its decision is made or its right or discretion is exercised, can be made without regard to whether: **(1)** other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Relive; **(2)** Relive's decision or the action taken promotes its financial or other individual interest; **(3)** Relive's decision or the action taken applies differently to Franchisee and one or more other franchisees or Relive company-owned or affiliate-owned operations; or **(4)** Relive's decision or the action taken is adverse to Franchisee's interests. Relive will have no liability to Franchisee for any such decision or action. Relive and Franchisee intend that the exercise of Relive's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Relive and Franchisee agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Relive the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations under this Agreement.

34. MISCELLANEOUS

A. Gender and Number. All references to gender and number shall be construed to include such other gender and number as the context may require.

B. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

C. Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

D. Time. Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted shall be the day or month of the designated action, event or notice. Days shall be measured by calendar days, except that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically shall be extended to the next day that is not a Saturday, Sunday or national holiday.

E. Injunctive Relief. Franchisee recognizes that its failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to Relive, its affiliates and the System. Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, Relive shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by Relive shall be in addition to, and not in lieu of, all remedies and rights that Relive otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

F. Delegation. Relive has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, whether affiliates or agents of Relive or independent contractors with which Relive has contracted to provide this service.

G. Legal Compliance. Franchisee must comply with the requirements of all applicable federal, state and local laws, rules and regulations. Franchisee must timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the business contemplated under this

Agreement.

H. Variations. Relive has the right, in its sole discretion, to waive, defer, or permit variations from the standards of the System or any applicable agreement to any area representative, franchisee, prospective area representative or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, or any other condition or circumstance. Relive has the right, in its sole discretion, to deny any such request Relive believes would not be in the best interests of the System.

I. Control During Crisis Situation. If an event occurs at the Health Center that has or reasonably may cause harm or injury to customers, guests or employees (*e.g.*, slip and fall injuries, natural disasters, robberies, shootings, etc.) or may damage the Marks, the System or the reputation of Relive (collectively “Crisis Situation”), Franchisee shall: **(1)** immediately contact appropriate emergency care providers to assist it in curing the harm or injury; and **(2)** immediately inform Relive by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (*i.e.*, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by Relive or public health officials). To the extent Relive deems appropriate, in its sole and absolute discretion, Relive or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Health Center. The parties acknowledge that, in directing the management of any Crisis Situation, Relive or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with Relive or its designee in its efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by Relive from to time hereafter. The indemnification under Section 27 shall include all losses and expenses that may result from the exercise by Relive or its designee of the management rights granted in this Section 34I.

35. REPRESENTATIONS

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The parties have duly executed, sealed and delivered this Agreement as of the day and year first above written.

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Relive Franchise Agreement dated as of _____ (“Agreement”) by Relive Franchising LLC (“Relive”), entered into with _____ (“Franchisee”), the undersigned (“Guarantors”), each of whom is an officer, director, member of Franchisee’s Continuity Group or a direct or indirect holder of a legal or beneficial interest in Franchisee of 10% or more (“10% Owner”) or a spouse of one of the foregoing, hereby personally and unconditionally: **(1)** guarantee to Relive and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall **(a)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(b)** punctually pay all other monies owed to Relive and/or its affiliates; **(2)** agree personally to be bound by each and every provision in the Agreement, including, without limitation, the provisions of Sections 20, 22 and 27; and **(3)** agree personally to be liable for the breach of each and every provision in the Agreement, including, without limitation, Section 22.

Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Relive of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(d)** any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; **(e)** all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guarantee by the undersigned; **(f)** any law or statute that requires that Relive make demand upon, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; **(g)** any and all other notices and legal or equitable defenses to which he may be entitled; and **(h)** any and all right to have any legal action under this Guarantee decided by a jury.

Each of the undersigned consents and agrees that: **(i)** his direct and immediate liability under this Guarantee shall be joint and several; **(ii)** he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; **(iii)** such liability shall not be contingent or conditioned upon pursuit by Relive of any remedies against Franchisee or any other person;

(iv) such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which Relive may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the Initial Term and for so long thereafter as there are monies or obligations owing from Franchisee to Relive or its affiliates under the Agreement; and **(v)** monies received from any source by Relive for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by Relive. In addition, if any of the undersigned ceases to be a member of the Continuity Group, a 10% Owner, an officer or director of Franchisee or own any interest in Franchisee prior to termination or expiration of the Agreement, that person agrees that his obligations under this Guarantee shall continue to remain in force and effect unless Relive in its sole discretion, in writing, releases that person from this Guarantee. Notwithstanding the provisions of the previous sentence, unless prohibited by applicable law, the covenants contained in Section 22 which by their terms continue in force after the expiration or termination of the Agreement shall remain in force and effect for the time periods set forth in Section 22. A release by Relive of any of the undersigned shall not affect the obligations of any other Guarantor. Notwithstanding any Transfer, this Guarantee shall remain in full force and effect for a period of 2 years after the effective date

of the Transfer. If any of the following events occur, a default (“Default”) under this Guarantee shall exist:(a) failure of timely payment or performance of the obligations under this Guarantee; (b) breach of any agreement or representation contained or referred to in this Guarantee; (c) the dissolution of, termination of, existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or (d) the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice. Upon the death of one of the undersigned, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Relive’s interests in and rights under this Guarantee are freely assignable, in whole or in part, by Relive. Any assignment shall not release the undersigned from this Guarantee.

Section 32 of the Agreement is incorporated by reference into this Guarantee with all defined terms in that Section deemed modified to reflect the terms of this Guarantee. All capitalized terms in this Guarantee that are not defined shall have the meaning given them in the Agreement (with modifications as required by the context of this Guarantee).

Each of the undersigned has hereunto affixed his signature, under seal.

GUARANTORS:

Date: _____

Print Name: _____

Address: _____

Date: _____

Print Name: _____

Address: _____

APPENDIX A FRANCHISE INFORMATION

1. **Franchised Location (Recitals):** _____

2. **Protected Area (Section 1B):** The Protected Area shall be described as follows: _____

If the Franchised Location has not been identified as of the date of the Franchise Agreement, the Protected Area will be determined by Relive and inserted when the Franchised Location is identified. Franchisee's rights in the Protected Area are subject to the limitations described in Section 1(C). Franchisor and Franchisee will agree to the Protected Area after site selection and identification of the Protected Area using demographic analysis. Franchisor will provide the revised Protected Area Appendix A will be provided to Franchisee. Any boundaries contained in the description of the Protected Area will be considered fixed as of the date of this Agreement and shall not change notwithstanding a change in those boundaries.

3. **Opening Date (Section 2A):** _____

4. **Designated Area (Section 3A):** The Designated Area shall be described as follows: _____

If the Franchised Location has been selected as of the date of the Franchise Agreement, no Designated Area will be identified.

5. **Site Acceptance Deadline (Section 3D(2)):** _____

6. **Construction Commencement Deadline (Section 5B(1)):** _____

7. **Opening Deadline (Section 5B(2)):** _____

8. **Initial Franchise Fee (Section 7A(1)):** \$_____._____

9. **Any Other Businesses that Franchisee or Operating Principal Own, Manage, Operate, or Are Involved In (Section 15H):** _____

10. **Interests in Other Businesses (Section 22C(2)(c)):** _____

11. **Franchisee's Notice Address and Email Address (Section 29):** _____

**APPENDIX B
FRANCHISEE'S TOTAL MARKETING OBLIGATION**

As of the date of the Franchise Agreement, Franchisee's Total Marketing Obligation under Section 9 of the Franchise Agreement and its allocation are:

1.	National Marketing Fund (Section 9C)	_____ % of Gross Sales
2.	Regional Marketing Fund (Section 9D) OR Regional Co-op (Section 9.F.)	_____ % of Gross Sales
3.	Local Health Center Marketing (Section 9G)	_____ % of Gross Sales
	TOTAL	_____ % of Gross Sales

The Health Center is located in the following Designated Market Area:

NOTES:

- (a) Pursuant to Section 9, Relive may modify and reallocate the Total Marketing Obligation.
- (b) Regional Co-ops may have the right to set the Regional Co-op contribution and, if some instances, the required contribution may increase Franchisee's Total Marketing Obligation above 5% of Gross Sales.
- (c) If a Regional Marketing Fund or a Regional Co-op includes the Franchised Location and Franchisee timely pays the required contribution to that Fund/Co-op, the Local Health Center Marketing obligation shall be reduced.

**APPENDIX C
OWNERSHIP INTERESTS
CORPORATE FRANCHISEE**

If Franchisee is a corporation, the number of authorized shares of Franchisee that have been issued is _____ and the name, address, number of shares owned (legally or beneficially) and office held by each shareholder is as follows:

Name	Address	No. of Shares	Office Held

LIMITED LIABILITY COMPANY FRANCHISEE

If Franchisee is a limited liability company, the name, address and percentage interest of each member is as follows:

Name	Address	Percentage Interest

OTHER BUSINESS ENTITY FRANCHISEE

If Franchisee is some other business entity, the type of business entity and the name, address and ownership interest (including for a limited partnership, whether a general or limited partner), is as follows:

Type of Business Entity: _____

Name	Address	Percentage Interest

**APPENDIX C
OWNERSHIP INTERESTS
MANAGEMENT PERSONNEL**

Category	Print Name of Individual(s)
Continuity Group	
Operating Principal	
Health Center Managers	

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX D
ELECTRONIC FUNDS TRANSFER (“EFT”) AUTHORIZATION AGREEMENT
(DIRECT DEBITS)

Name of Person or Legal Entity: Enter Name here

Unit ID Number: Relive###

Account Name: Enter Name here

Address: Enter Street Address here

City: Enter City here

State: Enter State here

Zip code: 00000

The undersigned depositor (“Depositor”) hereby authorizes Relive Franchising LLC and its affiliates (“Relive”) to initiate debit entries and/or credit correction entries to Depositor’s checking and/or savings account(s) indicated below and the depository designated below (“Depository”) and to debit such account pursuant to Relive’s instructions for any and all amounts due to Relive or its affiliates. The Depositor understands that all amounts debited from the account below will be credited to Relive’s account. IN LIEU OF COMPLETING THE INFORMATION REQUIRED ON THE FOLLOWING FOUR LINES, DEPOSITOR MAY ATTACH A CANCELED OR VOIDED CHECK HERETO.

Depository: Enter Name here

Branch: Enter Branch Location here

Address: Enter Street Address here

City: Enter City here

State: Enter State here

Zip code: 00000

Bank Telephone Number: 000-000-0000

Bank Contact Person: Enter Name here

Bank Transit / ABA Number: 000000000

Account Number: 000000000000

This authority is to remain in full force and effect until Depository has received joint written notification from Relive and Depositor of Depositor’s termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Relive and Depositor with 30 days’ prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor’s account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or 45 days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor: _____

By: _____

Title: _____

Date: _____

APPENDIX E
FORM OF LEASE ADDENDUM

FRANCHISE ADDENDUM TO LEASE AGREEMENT

This Franchise Addendum to Lease Agreement (this "Addendum") is entered into this _____ day of _____ (the "Effective Date"), by and between _____ a _____ company ("Landlord") and _____, a _____ ("Tenant") and Relive Franchising LLC, a Florida limited liability company ("Franchisor").

WHEREAS, Tenant and Franchisor have advised Landlord that they have executed a Relive Health Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor has granted Tenant the right to establish and operate a "Relive Health"-branded business in a portion of that certain [shopping center/strip mall] known as _____ in _____, _____ (the "Shopping Center") consisting of approximately _____ square feet of floor area (the "Premises");

WHEREAS, Tenant and Landlord are entering into a lease agreement (the "Lease"), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed enter into this Addendum to reflect the agreed upon terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees that nothing in the Lease shall prohibit Tenant's use of the proprietary signs and interior designs and layouts, and the marks prescribed by Franchisor, provided that all such signs, designs, marks and layouts are designed, displayed and implemented in full compliance with all requirements, rules and limitations set forth in the Lease. Upon expiration or the earlier termination of the Lease, Landlord agrees to permit Tenant, at Tenant's expense, to remove all such items and other moveable trade fixtures, provided (i) such removal is performed in accordance with all [Shopping Center/applicable] rules and regulations, upon prior notice to Landlord and during hours agreed upon by Landlord; (ii) does not involve any non-trade fixtures or any leasehold improvements of any kind; (iii) Tenant shall repair, or at Landlord's option, reimburse Landlord for the full cost of repairing, all damage or injury to the Premises, the Shopping Center or to any person and parties in connection with the removal of the items or otherwise in connection with the entry upon the Premises or the Shopping Center; (iv) Franchisor shall protect, indemnify, defend (with counsel satisfactory to Landlord) and hold harmless Landlord and its respective shareholders, officers, directors, employees and agents from and against all claims and all costs, expenses and liabilities (including attorneys' fees) relating to or incurred in connection with all claims (including any actions or proceedings) arising from or as a result of any accident, injury, loss or damage caused to any person or party or to the Premises or the Shopping Center caused by any action taken by Franchisor or any person or party acting for or on behalf of Franchisor, and/or the negligence or willful misconduct of Franchisor or any person or party acting for or on behalf of Franchisor; (v) all such removal must occur within ten (10) days of notice of termination of the Lease.

2. Landlord agrees to provide Franchisor (at approximately the same time sent to

Tenant) a copy of any notices of Default pertaining to the Lease and the Premises which would entitle Landlord to terminate the Lease. All notices shall be sent via registered or certified mail, postage prepaid, return receipt requested, or sent by a generally recognized overnight or two-day delivery service with proof of delivery, to the following addresses:

If to Landlord: _____

If to Franchisor: _____

If to Tenant: _____

3. If Tenant defaults or breaches the Lease, or the Franchise Agreement, or if either are terminated, then Franchisor shall have the option (but not the duty) of exercising its rights under this Assignment and by doing so shall (i) take over possession of the Premises and (ii) assume all obligations and liabilities of Tenant under the Lease, past and future.

a. In the event Franchisor elects to exercise said option of assuming the Lease following a default by Tenant of the Lease, Franchisor must deliver written notice of its election so to do within any cure period provided to Tenant under the Lease for such default.

b. In the event Franchisor elects to exercise its option of assuming the Lease following a default by Tenant under the Franchise Agreement, or in the event the Franchise Agreement is terminated, Franchisor must deliver written notice of its election so to do.

c. Franchisor shall not have any right of possession of the Premises until (i) such notice(s) is/are received by Landlord, (ii) Franchisor expressly assumes, in writing, the liabilities and obligations of the tenant under the Lease, and (iii) it cures any uncured defaults by Tenant under the Lease. Upon Franchisor's compliance with the foregoing, Franchisor shall be deemed to be substituted as the tenant under the Lease and to have assumed expressly all of the terms, covenants, and obligations of the Lease theretofore applicable to Tenant, and shall likewise be entitled to enjoy all of the rights and privileges granted to Tenant under the Lease, with the right to reassign same to any other franchisee of Franchisor (subject to Landlord's prior written consent of such franchisee), or otherwise to a subsidiary/affiliate of Franchisor. Anything to the contrary notwithstanding, Tenant shall not be released from liability under the Lease unless such release is agreed to by Landlord in writing.

4. Without exercising its option in the manner set forth above, Franchisor shall have the right (but not the duty) to cure any default by Tenant under the Lease within Tenant's cure period under the Lease, provided such cure by Franchisor shall not provide to Franchisor any rights as a tenant of the Leased Premises under the Lease, by operation of law, or otherwise, or any right to possession of the Premises. At the same time that Landlord furnishes to Tenant any notice of default under the Lease, Landlord agrees to furnish to Franchisor a copy of the default notice being sent to Tenant. In the event that Franchisor chooses to cure any default by Tenant, Franchisor shall have the right to enter the Premises to cure, within the time periods provided by the Lease, any default under the Lease (to the extent that entry upon the Premises is required for the cure of such default), all without being guilty of trespass or other tort, and to charge Tenant for reasonable costs (it being agreed that Landlord shall have no liability in connection with the payment or recovery of any such costs).

5. Unless Franchisor exercises its option to take an assignment of the Lease as expressly permitted by Section 3 of this Addendum, Landlord agrees that Tenant, and not Franchisor, shall be solely responsible for all obligations, debts and payments under the Lease and that Franchisor shall have no liability in that regard, except as may be expressly set forth in this Addendum.

6. Landlord agrees that, following the expiration or earlier termination of the Franchise Agreement, Tenant shall have the right to remove Franchisor's signage, trade dress, and any other items of personal property distinctively identifying Franchisor's business from the Premises, which removal must be performed in full compliance with the requirements set forth in Section 1 of this Addendum.

7. Tenant agrees not to amend or otherwise modify the Lease in any manner that would affect any of the foregoing requirements without Franchisor's prior written consent, which consent shall not be unreasonably withheld, but the parties agree that Landlord shall have no liability to obtain permission or consent of Franchisor in connection with the same, and that the validity of any amendment or modification of the Lease shall not be affected by Tenant's failure to obtain any consents from Franchisor, with any such agreement to the contrary being solely between Tenant and Franchisor.

8. Tenant may assign the Lease to Franchisor only as and to the extent permitted by Section 3 of this Addendum and without any increase in any rent or other amounts payable to Landlord.

9. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of the Addendum control. All of the terms of this Addendum, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Addendum may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Addendum that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be

executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. The exchange of counterparts of this Addendum or signature pages hereof by the parties hereto by means of electronic mail transmission (.pdf format) which shall contain authentic reproductions of signatures, or by electronic signature utilizing a third-party electronic signature capture service provider, shall constitute a valid exchange of this Addendum with the same force and effect as an original and shall be binding upon the parties hereto.

10. Tenant and Franchisor acknowledge and agree that any consent or permission required from Franchisor to be provided to Tenant with respect to any amendment of this Addendum, of the Lease, or any other matters involving the Premises in accordance herewith, is the sole responsibility of Tenant, and both Tenant and Franchisor acknowledge and agree that Landlord shall have no obligation, responsibility or liability in connection therewith. By entering into any such amendments or taking any such actions, Tenant shall be deemed to have obtained the required consent(s) therefor, and Landlord shall have no duty of inquiry or confirmation with respect thereto.

11. Tenant and Franchisor each represent and warrant that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list identifying Persons or entities with whom Landlord is restricted from doing business (“OFAC List”). Neither Franchisor nor Tenant shall permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant and Franchisor shall provide documentary and other evidence of their respective identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant’s and/or Franchisor’s identity or to comply with any applicable laws.

12. The parties hereto agree that this Addendum shall be governed by the laws of the State of _____, without regard to conflicts of law principles.

13. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of, or in any way connected with, this Addendum the relationship of the parties hereto, Tenant’s or Franchisor’s use and occupancy of the Premises, and/or any claim or injury or damage.

* * *

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Addendum in duplicate on the Effective Date.

TENANT:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Addendum in duplicate on the Effective Date.

LANDLORD:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Addendum in duplicate on the Effective Date.

FRANCHISOR:

RELIVE FRANCHISING LLC, a Florida
limited liability company

By: _____

Name: _____

Title: _____

RIDER 1
OPENING DATE & FRANCHISE EXPIRATION DATE

TO: _____

The Health Center located at _____ first opened for business on _____.
The Initial Term of the Franchise Agreement for the Health Center expires on _____.
If Franchisee desire to remain a franchisee for the first Renewal Term, Franchisee must give Relive your
Renewal Notice no earlier than _____ (months before the expiration date of the Initial Term) and no
later than _____ (months before the expiration date of the Initial Term).

Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____



Relive Franchise Agreement

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

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

State	State Agency	Agent for Service of Process
	Lansing, MI 48913 (517) 373-7117	
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance- Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue	Commissioner of Securities of Wisconsin

State	State Agency	Agent for Service of Process
	Madison, WI 53703 (608) 266-8559	

EXHIBIT C

OPERATIONS MANUAL TABLE OF CONTENTS

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
The Relive Brand – Purpose, Personality, Values, and Voice	2
Hours of Operation	3
Dress Code	3
Guest Engagement	3
Health Center Music	4
Health Center Director Role	4
Operations Protocol	5
Staff Roles and Responsibilities	6
Medication Management and Pharmacy Procedures	7
Quality Assurance and Compliance	7
Emergency Preparedness and Response	7
Technology and Equipment	9
Continuity Assessments	10

Attachments

- Medical Operations Manual
- Aesthetics Operations Manual
- Back of House Operations Manual
- Front of House Manual

EXHIBIT D

FINANCIAL STATEMENTS

Relive Franchising, LLC

Financial Statements

December 31, 2023

Table of Contents

Independent Auditor's Report.....	1-2
Financial Statements:	
Balance sheets.....	3
Statement of operations and changes in members' deficit	4
Statement of cash flows	5
Notes to the Financial Statements.....	6 – 12

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

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

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

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

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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



Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

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

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

Coral Gables, FL

April 9, 2024

Relive Franchising, LLC

Balance Sheet

December 31, 2023

Assets

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

Liabilities and Member's Deficit

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

See independent auditor's report and accompanying notes

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

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

See independent auditor's report and accompanying notes

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

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

See independent auditor's report and accompanying notes

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 1 – Organization

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

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable, Net

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

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

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

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

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

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

Restatement

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

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

Date of Management's Review

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

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 3 - Property and equipment

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

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

Note 4 – Contract Balances

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

Note 5 – Franchising

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

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

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 5 – Franchising – Continued

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

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

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

Note 6 – Related Party Transactions

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

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

Note 7 – Concentration of Credit Risks

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

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 7 – Concentration of Credit Risks – Continued

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

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

Note 8 – Commitments and Contingencies

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

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

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

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

Note 8 – Commitments and Contingencies – Continued

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



Relive Franchising, LLC
Financial Statements
December 31, 2022

Table of Contents

Independent Auditor's Report.....	1
Financial Statements:	
Balance sheet.....	2
Statement of income and changes in members' equity.....	3
Statement of cash flows.....	4
Notes to the Financial Statements.....	5 – 10



Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

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

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

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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



Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

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

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

A handwritten signature in black ink, appearing to read 'D. M. ...', is positioned above the text.

Miami, FL
April 30, 2023

Relive Franchising, LLC
Balance Sheet
December 31, 2022

Assets

Current assets:	
Cash	\$2,446,809
Accounts receivable	56,270
Total current assets	<u>2,503,079</u>
Property and equipment, net	124,872
Other assets:	
Related party receivables	49,193
Total assets	\$2,677,144

Liabilities and Member's Equity

Current liabilities:	
Accounts payable and accrued expenses	\$ 14,766
Deferred Franchise Fees	1,200,000
Total current liabilities	<u>1,214,766</u>
Commitments and contingencies	
Members' equity:	<u>1,462,378</u>
Total liabilities and member's equity	\$2,677,144

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Income and Changes in Member's Equity
For the Year Ended December 31, 2022

Revenues	
Franchise Fees	\$ 509,633
Royalty Fees	459,350
Rebates	<u>142,230</u>
Total Revenue	1,111,213
Operating expenses:	
Advertising	41,427
General and administrative	104,014
Payroll and related expenses	199,110
Professional fees	76,158
Travel & Accommodation	<u>50,854</u>
Total operating expenses	471,563
Income from operations	639,650
Other income	23,063
Net Income	662,713
Members' equity - beginning of year	53,478
Member contributions	750,000
Member distributions	<u>(3,813)</u>
Members' equity - end of year	\$1,462,378

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash flows from operating activities:	
Net income	\$ 662,713
Adjustment to reconciliation of net income to provided by operating activities:	
Depreciation	1,000
(Increase) decrease in assets:	
Accounts receivable, net	(23,067)
Due from related party	(49,193)
Increase (decrease) in liabilities:	
Accounts payable and accrued expenses	(41,631)
Deferred franchise fees	1,150,000
Net cash provided by operating activities	1,699,822
Cash flows from investing activities:	
Purchase of property and equipment	(120,833)
Net cash used in investing activities	(120,833)
Cash flows from financing activities:	
Member contributions	750,000
Member distributions	(3,813)
Net cash provided by financing activities	746,187
Net increase in cash	2,325,176
Cash, beginning of year	121,633
Cash, end of year	\$ 2,446,809

See independent auditor's report and accompanying notes

Relive Franchise, LLC
Notes to the Financial Statements

Note 1 – Organization

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

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents. As of December 31, 2022, there were no cash equivalents.

Accounts Receivable, Net

Accounts receivable from franchisees are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis and accounts receivables do not bear interest. Accounts receivables are stated net of an allowance for doubtful accounts. The Company evaluates the collectability of accounts receivable and determines the appropriate allowance for doubtful accounts based on the franchisees current financial condition and the age of past due accounts. At December 31, 2022 management estimated that there were no doubtful accounts.

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation and consist of furniture, office equipment and assets not placed in service. Additions and improvements to property and equipment are capitalized at cost. Depreciation and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed based on the estimated useful lives of the assets which range 5-7 years.

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

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

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. As of December 31, 2022, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2020 are open and subject to examination by the taxing authorities.

Legal Proceedings and Loss Contingencies

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

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

Date of Management's Review

The Company has considered subsequent events through April 30, 2023, the date that the financial statements were available to be issued in connection with the preparation of these financial statements.

Relive Franchise, LLC
Notes to the Financial Statements

Note 3 – Contract Balances

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the Statement of Financial Position. Amounts are billed upon achievement of contractual milestones. However, the Company sometimes receives advances or deposits from their franchisees' area representative before revenue is recognized, resulting in contract liabilities. These deposits are liquidated when revenue is recognized. At December 31, 2022 the Company had \$1,200,000 in unearned franchise fees and franchisee area representative fees included in the accompanying balance sheet.

Note 4 – Franchising

The Company executes franchise agreements and area representative agreements that set the terms of its arrangement with franchisee or area developer. The franchise agreement requires the franchisee to pay an initial, non-refundable fee up to \$50,000 and royalty fees based upon 6% of adjusted gross sales. The area representative agreement requires the area representative to execute a franchise agreement for a pilot clinic in the area and pay an area representative fee generally ranging from \$90,000, for 4 potential clinics, to \$351,000, for 20 potential clinics.

Subject to the Company's approval and various conditions, a franchisee may generally renew its agreement upon its expiration, which is generally 10 years after execution of the franchise agreement. Direct costs of sales and servicing of developer agreements and operating franchises are charged to operating expense as incurred.

An area representative generally is not permitted to obtain a successor license after its term, which is generally 10 years after execution of the area representative agreement, is over unless either (a) such successor license is required by law ,or (b) the area representative executed the area representative agreement pursuant to a transfer ; and the area representative meets certain conditions.

When an individual franchise is sold, the Company agrees to provide certain services to assist the franchisee in getting the location open for business. This includes assistance with site selection, training, systems implementation, and design of a quality control program. The Company recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement have been performed, which is generally upon opening a location. Royalty fees are recognized as earned and are considered to be compensation for use of the trademark and general business assistance. During the year, the Company opened 2 franchises. As of December 31, 2022, the Company has 8 open franchise locations. A total of 22 franchise agreements were executed in 2022. The deferred franchise fees of \$50,000 represent deposits received in advance for 2 new franchise locations expected to be opened during 2022.

Relive Franchise, LLC
Notes to the Financial Statements

Note 4 – Franchising - Continued

When an area representative agreement is executed and a territory is purchased, the Company agrees to provide certain pre-opening services. This includes initial training, access to documentation necessary to offer or sell franchises, and the Company's management software. A portion of the royalty fees that are collected by the Company in a territory with an area representative is paid to that territory's area representative. During the year, the Company executed 7 area representative agreements.

Note 5 – Related Parties

The owner of the Company has an equity stake in three of the franchises opened and operating. These franchises did not pay any franchise fees upon opening and do not pay a royalty fee to the Franchisor as a standard Franchise would pay. The Relive Companies are comprised of individually operated entities that are affiliated to the Franchisor as they pay a fee based on adjusted Gross Revenue.

In addition, during the year ended December 31, 2022, the Company made advances to a company commonly owned by one of the Company's member in the amount of \$49,193 and is included in the accompanying balance sheet. The advances are due on demand and do not have any terms.

Note 6 – Concentration of Credit Risks

Financial instruments, which potentially subject the Company to credit risk, consist principally of cash and accounts receivable. Cash is maintained with major financial institutions and management regularly monitors their composition and maturities. The Company maintains all its cash funds in bank accounts insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). At December 31, 2022 the Company had cash in the amount of approximately \$1,958,000 in excess of FDIC limits. Accounts receivable subjects the Company to its highest potential concentration of credit risk. The Company charges franchise fees to certain entities located in South Florida. Because significantly all revenues are attributed to franchisees, diversification of credit risk is difficult. Although the Company does not require collateral on trade accounts receivables from its franchisees, management periodically reviews the creditworthiness of its franchisees to ensure the overall quality of the Company's credit portfolio. Credit risk associated with franchising is limited to the amount of accounts receivable outstanding for each franchisee. Amounts due from affiliates are unsecured and the credit risk is limited to the related outstanding balance. Management periodically evaluates the financial capability of its affiliates when assessing the collectability of its due from affiliates balances.

Relive Franchise, LLC
Notes to the Financial Statements

Note 7 – Commitments and Contingencies

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

Subsequent to year end, the Company filed a lawsuit in federal court against the members of one of the corporate-owned locations that was terminated for non-compliance with the contract. Those members later filed suit in state court against the Company based on the same relationship. As of the date the financial statements were available to be issued the outcome of the lawsuit is not determinable nor estimable and management does not believe that the lawsuit will have an adverse effect on the Company.



CPA GROUP

Relive Franchise, LLC

Financial Statements

December 31, 2021

Table of Contents

Independent Auditor's Report	1
Financial Statements:	
Balance sheets	2
Statement of income and changes in members' equity	3
Statement of cash flows	4
Notes to the Financial Statements	5 – 10

Independent Auditor's Report

To the Members of
Relive Franchise, LLC
Stuart, Florida

Opinion

We have audited the financial statements of Relive Franchise, LLC which comprise the balance sheet as of December 31, 2021, and the related statement of income and changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Relive Franchise, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

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

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



Miami, FL

April 25, 2022

Assets

2021

Current assets:

Cash	\$ 121,633
Accounts receivable, net	33,203
Prepaid expenses and other current assets	<u>-</u>
Total current assets	154,836

Property and equipment, net 5,039

Other assets:

Intangible assets -

Total assets	\$ 159,875
---------------------	-------------------

Liabilities and Member's Equity

Current liabilities:

Accounts payable and accrued expenses	\$ 28,365
Deferred Franchise Fees	50,000
Due to Related Party	<u>28,032</u>
Total current liabilities	106,397

Commitments and contingencies

Members' equity: 53,478

Total liabilities and member's equity	\$ 159,875
--	-------------------

	<u>2021</u>
Revenues	
Franchise Fees	\$ 43,750
Royalty Fees	158,873
Rebates	<u>138,574</u>
Total Revenue	341,197
Operating expenses:	
Automobile expense	32,202
Contractors	49,460
General and administrative	32,811
Professional fees	85,340
Travel & Accommodation	<u>16,485</u>
Total operating expenses	216,298
Income from operations	124,899
Other expenses:	
Settlement fees	<u>20,000</u>
Net Income	104,899
Members' equity - beginning of year	151,154
Member contributions	-
Member distributions	<u>(202,575)</u>
Members' equity - end of year	\$ 53,478

For the Year Ended December 31, 2021

	<u>2021</u>
Cash flows	
from	\$ 104,899
operating	
activities	
: Net	
income	
Adjustment to	
reconciliation of	
net income to	
provided by	
operating	
activities:	
Depreciation	265
(Increase) decrease in assets:	
Accounts receivable, net	(15,886)
Increase (decrease) in liabilities:	
Accounts payable and accrued expenses	19,426
Deferred franchise fees	25,000
Due to related party	<u>28,032</u>
Cash flows from investing activities:	
Purchase of property and equipment	<u>(5,304)</u>
Cash flows from financing activities:	
Member distributions	<u>(202,575)</u>
Net increase in cash	(46,143)
Cash, beginning of year	<u>167,776</u>

Note 1 – Organization

R3vive Franchise, LLC (the Company), was organized in 2020, under the laws of the State of Florida as a limited liability company. The Operating agreement among the members was effective May 1, 2020, and the Company began activities in 2020 (inception). The Company is organized for the purpose of conducting all franchising activities on behalf of the R3vive Companies, including developing, marketing, and selling franchises associated with the R3vive Clinics. The Company's activities are subject to risks and uncertainties, including the risk that the Franchise will not result in substantial franchise revenue and royalty revenue as all income is dependent on the operation of the individual franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents. As of December 31, 2021, there were no cash equivalents.

Accounts Receivable, Net

Accounts receivable from franchisees are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis and accounts receivables do not bear interest. Accounts receivables are stated net of an allowance for doubtful accounts. The Company evaluates the collectability of accounts receivable and determines the appropriate allowance for doubtful accounts based on the franchisees current financial condition and the age of past due accounts.

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

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

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

The Company is a limited liability company and is recognized as a disregarded entity for federal and state income tax purposes. All items of income and expense are passed through to the sole member to report on his individual income tax return. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. As of December 31, 2021, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2020 are open and subject to examination by the taxing authorities.

Legal Proceedings and Loss Contingencies

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

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

Date of Management's Review

The Company has considered subsequent events through April 25, 2022, the date that the financial statements were available to be issued in connection with the preparation of these financial statements. No significant subsequent events occurred outside the normal course of operations requiring additional financial statement disclosures.

Note 3 – Contract Balances

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the Statement of Financial Position. Amounts are billed upon achievement of contractual milestones. However, the Company sometimes receives advances or deposits from their students, before revenue is recognized, resulting in contract liabilities. These deposits are liquidated when revenue is recognized. The Beginning and Ending balances of contract receivables are the following:

	<u>2021</u>	<u>2020</u>
Receivables	<u>\$ 33,203</u>	<u>\$ 17,317</u>
Advances and Deposits	<u>\$ 50,000</u>	<u>\$ 25,000</u>

Note 4 – Franchising

The Company executes developer and franchise agreements that set the terms of its arrangement with each developer or franchisee. The agreements require the franchisee to pay an initial, non-refundable fee up to \$50,000 and royalty fees based upon 6% of adjusted gross sales; the developer pays an initial, nonrefundable fee of \$25,000 upon signing and then an additional \$25,000 upon opening the Franchise.

Subject to the Company's approval and various conditions, a franchisee may generally renew its agreement upon its expiration, which is generally 5 years after opening. Except for developer agreement commissions, direct costs of sales and servicing of developer agreements and operating franchises are charged to operating expense as incurred.

When an individual franchise is sold, the Company agrees to provide certain services to assist the franchisee in getting the location open for business. This includes assistance with site selection, training, systems implementation, and design of a quality control program. The Company recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement have been performed, which is generally upon opening a location. Royalty fees are recognized as earned and are considered to be compensation for use of the trademark and general business assistance. During the year, the Company sold and opened 2 franchises. As of December 31, 2021, the Company has 6 open franchise locations. The deferred franchise fees of \$50,000 represent deposits received in advance for 2 new franchise locations expected to be opened during 2022.

Note 5 – Related Parties

The owner of the Company has an equity stake in four of the franchises opened and operating. These franchises did not pay any franchise fees upon opening and do not pay a royalty fee to the Franchisor as a standard Franchise would pay. The R3vive Companies are comprised of individually operated entities that are affiliated to the Franchisor as they pay a fee based on adjusted Gross Revenue. As of December 31, 2021, the Company has amounts due in the amount of \$28,032 to one of the four commonly owned franchises.

In addition, during the year ended December 31, 2021, the Company paid \$30,000 in training fees to a consulting company commonly owned by Company's member and is included in general and administrative expenses in the accompanying statement of income and changes in members' equity.

Note 6 – Concentration of Credit Risks

Financial instruments, which potentially subject the Company to credit risk, consist principally of cash and accounts receivable. Cash is maintained with major financial institutions and management regularly monitors their composition and maturities. The Company maintains all its cash funds in bank accounts insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). No balances were on account with a bank that exceeded FDIC coverage as of December 31, 2021. Accounts receivable subjects the Company to its highest potential concentration of credit risk. The Company charges franchise fees to certain entities located in South Florida that operate under the name R3vive. Because significantly all revenues are attributed to franchisees, diversification of credit risk is difficult. Although the Company does not require collateral on trade accounts receivables from its franchisees, management periodically reviews the creditworthiness of its franchisees to ensure the overall quality of the Company's credit portfolio. Credit risk associated with franchising is limited to the amount of accounts receivable outstanding for each franchisee. Amounts due from affiliates are unsecured and the credit risk is limited to the related outstanding balance. Management periodically evaluates the financial capability of its affiliates when assessing the collectability of its due from affiliates balances.

Note 7 – Commitments and Contingencies

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

Note 7 – Commitments and Contingencies - Continued

During the year ended December 31, 2021, the Company settled a claim in the amount of \$20,000 and is included in other expenses in the accompanying statement of income and change in members' equity.

**THESE FINANCIAL STATEMENTS ARE PREPARED
WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES
OR SELLERS OF FRANCHISES SHOULD BE ADVISED
THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS
AUDITED THESE FIGURES OR EXPRESSED AN
OPINION WITH REGARD TO THE CONTENT OR FORM.**

Relive Franchising LLC
Balance Sheet
As of June 30, 2024

Jan - Jun, 2024

ASSETS

Current Assets

Bank Accounts

10000 Cash

 10010 BOA checking - 0900 709,896.21

 10015 Chase Checking - 0531 291,734.53

Total 10000 Cash **\$ 1,001,630.74**

Total Bank Accounts **\$ 1,001,630.74**

Accounts Receivable

 11000 Accounts Receivable (A/R) 0.00

 11200 AR - PA 125,000.00

 11222 AR - Texas 0.00

Total Accounts Receivable **\$ 125,000.00**

Other Current Assets

11100 Intercompany Loans

Total 11100 Intercompany Loans **\$ 7,981.50**

 11106 Accrued Income 131,872.83

Total Other Current Assets **\$ 139,854.33**

Total Current Assets **\$ 1,266,485.07**

Fixed Assets

 13000 Equipment 10,620.00

 13010 Computer Equipment 346,484.70

Total 13000 Equipment **\$ 357,104.70**

 14000 Furniture and Fixtures 88,711.68

 15000 Leasehold Improvement 525,124.46

Total Fixed Assets **\$ 970,940.84**

Other Assets

16000 Other Assets

 16010 Prepaid Expenses - General 163,383.44

 16020 Prepaid Expenses - Insurance 11,987.50

Total 16000 Other Assets **\$ 175,370.94**

18000 Depreciation and Amortization

 18005 Accumulated Depreciation -124,872.00

 18010 Accumulated Amortization -605,754.00

Total 18000 Depreciation and Amortization **-\$ 730,626.00**

Total Other Assets **-\$ 555,255.06**

TOTAL ASSETS **\$ 1,682,170.85**

LIABILITIES AND EQUITY

Liabilities

Current Liabilities	
Credit Cards	
23000 Credit Card	
23005 Amex CC - 82000	17,337.59
Total 23000 Credit Card	\$ 17,337.59
Total Credit Cards	\$ 17,337.59
Other Current Liabilities	
24000 Accrued Expenses	42,435.66
25000 Unearned Licenses	2,404,051.22
25010 Accrued Payroll	24,217.76
25060 Due To Others	750,000.00
27000 Loan Payable	500,000.00
Total Other Current Liabilities	\$ 3,720,704.64
Total Current Liabilities	\$ 3,738,042.23
Total Liabilities	\$ 3,738,042.23
Equity	
30010 Opening Balance Equity	0.00
30100 Paid in Capital	0.00
31000 Member Equity - Dom	
31010 Member Distributions - Dom	0.00
31015 Member Earnings - Dom	-974,867.72
Total 31000 Member Equity - Dom	-\$ 974,867.72
32000 Member Equity - Jerome	
32015 Member Earnings - Jerome	-360,822.72
Total 32000 Member Equity - Jerome	-\$ 360,822.72
32500 Member Equity - Empire	
32515 Member Earnings	-27,974.49
32550 Member Contributions - Empire	0.00
Total 32500 Member Equity - Empire	-\$ 27,974.49
33000 Retained Earnings	0.00
Net Income	-692,206.45
Total Equity	-\$ 2,055,871.38
TOTAL LIABILITIES AND EQUITY	\$ 1,682,170.85

Monday, Aug 05, 2024 01:58:29 PM GMT-7 - Accrual Basis

Relive Franchising LLC

Profit and Loss

January - June, 2024

	Total
Income	
40075 Merchant Fee Income	12,205.78
45002 Supplier Commissions	202,841.54
45005 Royalty Income	591,411.26
45008 Royalty Income - DMV Credit	-21,463.20
45009 Royalty Income - PBG Credit	-8,120.07
Total 45005 Royalty Income	\$ 561,827.99
46000 Area Developer Sales	81,236.02
47011 Franchise Fee	85,000.00
47012 Tech Fee Income	142,097.01
48000 Sponsorship Income	52,765.50
Total Income	\$ 1,137,973.84
Cost of Goods Sold	
50000 Cost of Goods Sold	
51005 Lab Fees	21,822.49
Total 50000 Cost of Goods Sold	\$ 21,822.49
52000 Merchant Fees	1,235.32
54500 Royalties Paid	60,194.58
54550 AR Sales Commissions	47,500.00
54600 Expenses to Collect	111,126.24
54690 Salesforce	
54695 Sales Force Payments	162,546.95
Total 54690 Salesforce	\$ 162,546.95
Total Cost of Goods Sold	\$ 404,425.58
Gross Profit	\$ 733,548.26
Expenses	
61000 Facility Expenses	
61010 Rent	36,000.00
61020 Repairs & Maintenance	262.41
Total 61000 Facility Expenses	\$ 36,262.41
62000 Personnel Expenses	
62001 Management Compensation	
50040 Direct Labor - Esthetician Wages	
50050 Esthetician Development	45,302.19
Total 50040 Direct Labor - Esthetician Wages	\$ 45,302.19
62010 Franchise Sales	35,400.00
62011 Franchise Sales - Commission	8,000.00
Total 62010 Franchise Sales	\$ 43,400.00
62012 Executive Assistant	53,805.41

62015 Franchise Support	80,925.22
62017 Learning Development	42,637.32
62018 Chief Technology Officer	91,343.41
62029 Chief Technology Officer - Bonus	20,000.00
Total 62018 Chief Technology Officer	\$ 111,343.41
62020 Chief Medical Officer	6,000.00
62021 Chief Legal Officer	127,912.10
62023 Legal Reimbursement	-66,000.00
62030 Chief Legal Officer - Bonus	25,000.00
Total 62021 Chief Legal Officer	\$ 86,912.10
62022 Chief Operating Officer	76,747.23
Total 62001 Management Compensation	\$ 547,072.88
62032 Payroll Taxes	44,812.43
62035 Payroll Processing Fees	6,373.93
62040 Insurance - Group Health/Dental	5,839.37
62055 Workers Compensation	8.00
62066 Continuing Education Expense	4,176.72
62070 Background Screening	600.00
62090 Insurance - Prof. Liab./ EPLI	14,385.00
Total 62000 Personnel Expenses	\$ 623,268.33
63000 General Operating Expenses	
63010 Professional Fees - Accounting	64,000.00
63013 Professional Fees - HR	1,157.00
63014 Professional Fees - Bookkeeping	12,000.00
63015 Professional Fees - Legal	64,546.89
63017 Professional Fees - Consulting	6,250.00
63018 Professional Fees - IT	10,666.00
63019 Computer & Software	18,742.96
63021 Software Lease/Support	2,398.50
63055 Office Supplies	3,873.34
63060 Dues & subscriptions	1,420.00
63070 Postage and Delivery	729.60
63080 Telephone/Internet Expense	1,404.22
63085 Uniforms	8,792.52
63105 Cash Over/Short	0.07
63115 Licenses and Permits	12,803.75
63160 Business Meetings	250.00
63170 Conferences and Seminars	65,429.61
Total 63000 General Operating Expenses	\$ 274,464.46
67000 Sales & Marketing	
67001 Salaries - Marketing	9,604.40
67002 Direct Marketing	195,029.35
67018 Promotional Items	989.82
Total 67000 Sales & Marketing	\$ 205,623.57

Total Expenses	\$	1,139,618.77
Net Operating Income	-\$	406,070.51
Other Expenses		
80000 Other Misc. General Operating		
80020 Meals		12,168.10
80040 Travel Expense		41,831.90
80075 Other Legal Expenses		93,192.00
Total 80000 Other Misc. General Operating	\$	147,192.00
80099 Prior Period Audit Adj		32,432.00
81000 Interest & Other Expenses		
81010 Bank Charges		10.00
81060 Taxes - State		6,501.92
81070 Penalties and Settlements		100,000.02
Total 81000 Interest & Other Expenses	\$	106,511.94
Total Other Expenses	\$	286,135.94
Net Other Income	-\$	286,135.94
Net Income	-\$	692,206.45

Monday, Aug 05, 2024 01:34:48 PM GMT-7 - Accrual Basis

EXHIBIT E

STATE-SPECIFIC FDD AND AGREEMENT ADDENDA

STATE ADDENDA AND AMENDMENTS TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES

BACKGROUND AND PURPOSE

The following modifications are made to the Relive Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by Relive Franchising LLC (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 202__ (the “Franchise Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the applicable state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements. Illi
2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement and Supplemental Agreements may provide for arbitration to take place outside of Illinois. Therefore, any arbitration proceeding may be brought in Florida in accordance with the dispute resolution provision set forth in the Franchise Agreement and Supplemental Agreements. In
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act. Yo
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. In
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. No
6. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018) . IL
7. IF YOU ARE NOT LICENSED/CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE. IF
8. Item 5 of the Disclosure Document and Section 7(A) of the Franchise Agreement are amended to state: Ite
“In Illinois, payment of Initial Franchise Fees owed to Franchisor will be deferred until Franchisor has met its initial obligations to franchisee, and the franchisee has commenced doing business. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.”

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

See the last page of this Attachment for your required signature.

INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.
2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.
3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.
4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.
5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND REQUIRED ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. **Item 17**, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

“The general releases required for renewal, sale and/or assignment/transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.”

2. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive the right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

3. ~~_____~~ **2. Item 5 is 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.”

2. ~~_____~~ **4.** 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.

FRANCHISOR:

Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:

NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

~~IF FRANCHISEE IS AN INDIVIDUAL:~~

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Maryland; (B) you are a resident of the State of Maryland; or (C) the Franchised Business will be located or operated in the State of Maryland.

~~1.~~ 1. The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

“This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

~~2.~~ 2. The following sentence is added to the end of Section 32C:

“Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

~~3.~~ 3. The following sentence is added to the end of Section 32E:

“This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.”

~~4.~~ 4. 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.

~~5.~~ 5. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a developer to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

~~6-7.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~7-8.~~ Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

~~8-9.~~ **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.**

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**FRANCHISOR:
Relive Franchising LLC**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

**FRANCHISEE:
NAME OF ENTITY:**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

MICHIGAN

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the

right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.
- (j) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

Any questions regarding this notice should be directed to:

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

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

1. **State Cover Page and Item 17, Choice of Forum and Law.** The following statement is added to the State Cover Page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document, the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. **Trademarks.** The following statement is added to Item 13:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided, that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of the Franchise Agreement and the System.

3. **Item 17, Termination.** The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

4. **Item 17, General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

5. **Item 17, Waiver of Right to Jury Trial, Statute of Limitations, Injunctive Relief:** The following statements are added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial. In addition, the agreements cannot modify your rights under Minnesota Statutes, Chapter 80.C.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. **Item 5, Initial Fees.** We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Minnesota; **(B)** you are a resident of the State of Minnesota; or **(C)** the Franchised Business will be located or operated in the State of Minnesota.

1. The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

2. The following sentence is added to the end of Section 2B:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days' notice for non-renewal of the Franchise Agreement.

3. Section 22B(1)(i) is deleted and replaced with:

(i) Franchisee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Relive would be entitled to all legal and equitable remedies, including injunctive relief. The franchisor may seek injunctive relief.

4. The following sentence is added to the end of Section 23:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

5. The following sentence is added at the end of Section 32C:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Relive from requiring litigation to be conducted outside Minnesota.

6. The following statements are added at the end of Section 32E:

Nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C.17, Subd. 5.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5. The third sentence of Section 32H and all of Section 35O are deleted.

7. The second sentence in Section 34E is deleted and replaced with the following:

Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, Relive may seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance.

8. The following is added as Section 34J:

Nothing in the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

9. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

11. We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.

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

**FRANCHISOR:
Relive Franchising LLC**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

**FRANCHISEE:
NAME OF ENTITY:**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF NEW YORK

1. State Cover Page, Additional Risk Factors:

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

B. We may, if it chooses, negotiate with you about items covered in the Franchise Disclosure Document. However, we may not use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable than those set forth in this prospectus.

C. You must make minimum advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

2. Item 3, Additional Disclosure. Item 3 is deleted and replaced with the following:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

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

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

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

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

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

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

**ADDENDUM TO RELIVE FRANCHISING LLC
FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES**

This Addendum to Relive Franchising LLC Franchise Agreement dated _____ (“Fra

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of New York; (B) you are a resident of the State of New York; or (C) the Franchised Business will be located or operated in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 - 695 may not be enforceable.

3. The following sentence is added to the end of Sections 2B(3)(g) and 20B(5):

Any provision in this Agreement requiring Franchisee to sign a general release of claims against Relive does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added to Section 19:

Relive will not assign its rights under this Agreement, except to an assignee who in Relive’s good faith and judgment is willing and able to assume Relive’s obligations under this Agreement.

5. The following sentence is added to the end of Section 32C:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

6. The following sentence is added to the end of Sections 22B(1) and 34E:

Relive’s right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

7. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**RHODE ISLAND ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. Items 17v. and 17w., under the provisions entitled “Choice of forum” and “Choice of law,” shall be supplemented with the following language:

However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17: Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

4. The following language shall be added to the Franchise Agreement:
Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

The parties hereto have duly executed this Rhode Island Amendment.

**FRANCHISOR:
Relive Franchising LLC**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

**FRANCHISEE:
NAME OF ENTITY:**

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA

1. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement or development agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.
2. By statute, under § 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:
3. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Relive Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:
4. Additional Disclosure. The following statements are added to Item 17.h.
5. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
6. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Virginia statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
8. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$501,250 to \$1,052,542. This amount exceeds the franchisor's stockholder's equity as of 12/31/2023, which is \$198,226.
9. **The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.**

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:

NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- | | | |
|-------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New York | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Rhode Island | |

Dated: _____, 202____

FRANCHISOR:

Relive Franchising LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

EXHIBIT F

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made effective as of ____ the “Effective Date”), by and between Relive Franchising LLC (the “Owner”), of 838 SW Federal Hwy., Stuart, Florida 34994 and ____ (the “Recipient(s)”).

Information will be disclosed to the Recipient to determine whether the Recipient would like to move forward with a franchise opportunity with the Owner. The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term “Confidential Information” means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. “Confidential Information” does not include: matters of public knowledge that result from disclosure by the Owner; information rightfully received by the Recipient from a third party without a duty of confidentiality; information independently developed by the Recipient; information disclosed by operation of law; information disclosed by the Recipient with the prior written consent of the Owner; and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity other than those of its Representatives who are activities and directly participating in assessing the franchise opportunity with the Owner without the prior written consent of the Owner. “Representatives” as used herein shall mean (i) employees of Recipient; (ii) and attorneys, accountants, or other professional business advisors, in each case who shall be informed of the confidential nature of the Confidential Information and shall agree to act in accordance with the terms of this Agreement.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall be provided with a copy of the Franchise Disclosure Document and sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION; INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney’s fees, costs and expenses resulting from the indemnifying party’s material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY’S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

XI. TERM. The obligations of this Agreement shall survive, upon the earlier of, 1 year from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional year.

XII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida without reference to its principles on conflict of laws. Venue for any action brought pursuant to this Agreement shall be in state or federal court of Martin County, Florida. The parties agree that venue is appropriate in Martin County, Florida, waive any defense or objection based on a lack of personal jurisdiction, and waive any argue that such courts are an improper venue or inconvenient forum. This Agreement shall not be assignable by Recipient. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, beneficiaries, executors, administrators, legal representatives, successors, and assigns. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XIII. WHISTLEBLOWER PROTECTION. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

XIV. SIGNATORIES. This Agreement shall be executed by Kameron Harris, Chief of Operations, on behalf of Relive Franchising LLC and _____ and delivered in the manner prescribed by law as of the Effective Date.

OWNER: Relive Franchising LLC

By: _____
Kameron Harris

RECIPIENT:

EXHIBIT G

OUTLETS AS OF DECEMBER 31, 2023

Franchisees:

The following tables lists franchisees that were open as of December 31, 2023	
R3VIVE Delray Beach, LLC (Delray) 31 SE 4th Avenue Delray Beach, FL 33487 (561) 601-0100	Revive Lounge LLC (DMV) 26 Grand Corner Avenue Gaithersburg, MD 20878 (301) 545-2148
Dripp Factor, LLC (Viera) 2338 Citadel Way, Ste. 105 Melbourne, FL 32940 (321) 507-4722	Revive IV MN PLLC (Lakeville) 17713 Kenwood Trail #6 Lakeville, MN 55044 (952) 595-6061
Revive Tradition LLC (Tradition) 11562 SW Village Pkwy Port St. Lucie, FL 34987 (772) 272-8866	EPG Optimize NJ OE One LLC (East Rutherford) 110 Route 17 N East Rutherford, NJ 07073 (201) 266-2669
Wellington IV LLC (Wellington) 2605 South State Road 7, Unit 420 Wellington, FL 33414 (561) 360-3520	Revive Franklin, LLC (Franklin) 112 Rand Place Suite 120 Franklin, TN 37064 (615) 703-2979
RH Investment I LLC (Winter Park) 354 W. Fairbanks Avenue Winterpark, FL 32789 (407) 807-0037	Relive Hendersonville, LLC (Hendersonville) 165 Indian Lake Blvd., Suite #109 Hendersonville, TN 37075 (615) 713-5590
EPG Optimize GA OE One LLC (Chamblee) 5001 Peachtree Blvd., Suite 605 Chamblee, GA 33041 (770) 415-3554	Arete Performance Group LLC (Corpus Christi) 7042 South Staples St., Suite #105 Corpus Christi, TX 78413 (361) 452-3236

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2023	
* Indicates that the entity executed 2 franchise agreements * Indicates that the entity executed 3 franchise agreements ** Indicates that the entity executed 5 franchise agreements	
EPG Optimize NY AR LLC* 250 West 57th Street, Suite 920	EPG Optimize FL AR LLC* 250 West 57th Street, Suite 920

<p>New York, NY 10107 (929) 888-977 Site Search Area: New York</p>	<p>New York, NY 10107 (929) 888-9778 Site Search Area: West Coast of Florida</p>
<p>EPG Optimize NJ AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: New Jersey</p>	<p>EPG Optimize CO AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Colorado</p>
<p>EPG Optimize CT AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Connecticut</p>	<p>EPG Optimize NC AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: North Carolina</p>
<p>EPG Optimize SC AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: District of Columbia</p>	<p>EPG Optimize VA AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Virginia</p>
<p>EPG Optimize DC AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Georgia</p>	<p>EPG Optimize MD AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Maryland</p>
<p>EPG Optimize GA AR LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Flower Mound, TX</p>	<p>Relive Hendersonville LLC** 105 Breakwater N Hendersonville, TN 37075 (615) 713-5590 Site Search Area: Texas</p>
<p>JW Health LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: New Jersey</p>	<p>RL Houston 1, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900</p>
<p>RL Houston 2, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas</p>	<p>RL Houston 3, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas</p>
<p>RH Philadelphia 1, LLC 5712 Val Verde St. Houston, TX 77057</p>	<p>Lock Family Holding Inc.*** 909 E. Market Square Northlake, TX 76247</p>

(732) 762-5024 Site Search Area: Pennsylvania	(214) 725-0477 Site Search Area: Fort Worth/Dallas, TX metropolitan area
Coastal Pulse LLC 2338 Citadel Way, Suite 105 Melbourne, FL 32940 (321) 507-4722 Site Search Area: Space Coast/Jacksonville, FL	Aeon Capital Ventures #1, LLC 3 Island Avenue, Unit 3C Miami Beach, FL 33139 (917) 407-3330 Site Search Area: Miami-Dade/South Broward County, FL
JW Health Frisco LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: Frisco, TX	JW Health McKinney LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: McKinney, TX

The following table lists former franchisees who left the system during the prior fiscal year	
D&R Wellness Winter Park, LLC (407) 301-0006	James Scribner (240)-751-3989

EXHIBIT H

HIPPA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

1. PREAMBLE AND DEFINITIONS.

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), [FRANCHISEE ENTITY] on behalf of itself, its subsidiaries, and other corporate affiliates including its franchisees (“**Covered Entity**”) and [VENDOR], or any of its corporate affiliates (“**Business Associate**”), a [STATE] limited liability company, enter into this Business Associate Agreement (“**BAA**”) as of the last date that a party signs below (the “**Effective Date**”) that addresses the HIPAA requirements with respect to “business associates,” as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (“**HIPAA Rules**”). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“**PHI**”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity.

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “**HITECH Act**”) and under the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), this BAA also reflects federal breach notification requirements imposed on Business Associate when “Unsecured PHI” (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the “**Privacy Rule**”) as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA’s requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within seven (7) calendar days of “discovery” within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. Business Associate also shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate’s notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) In the event of Business Associate’s use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to the covered entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual’s request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).

(c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528.

2.9 Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5), and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for “treatment, payment, and health care operations,” in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI Consistent with Covered Entity’s policies and procedures.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate’s use or disclosure of PHI.

(b) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate’s permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

5. COMPLIANCE WITH SECURITY RULE.

5.1 Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term “**Electronic Health Record**” or “**EHR**” as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity,

and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

6. INDEMNIFICATION.

b. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates including its franchisees ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

c. Notwithstanding the foregoing, nothing in this Section shall limit any rights that any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

7. TERM AND TERMINATION.

7.1 This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.2.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return PHI, protections are extended in accordance with Section 7.3.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed 30 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and any agreements between Covered Entity and Business Associate upon written notice to the other party.

7.3 Upon termination of this BAA for any reason, the parties agree that Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. The PHI shall be returned in a format that is reasonably expected to preserve its accessibility and usability. Business Associate shall retain no copies of the PHI.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

8. MISCELLANEOUS.

8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.

8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3 This BAA shall be interpreted in the following manner:

(c) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(e) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the any agreement between Covered Entity and Business Associate imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5 This BAA will be binding on the successors and assigns of the Covered Entity and its affiliates including its franchisees and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Tennessee.

The parties hereto have executed this BAA as of the Effective Date.

[COVERED ENTITY]

By: _____

Name: _____

Title: _____

Date: _____

[BUSINESS ASSOCIATE]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify the Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

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.

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement have been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

7. Franchisee acknowledges that it has received the Relive Franchising LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE RELIVE FRANCHISING LLC, AND THEIR PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR

Relive Unit FDD 2024 ~~A4B1~~

ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

Initial

FRANCHISEE (Entity):

By: _____

(Print Name, Title)

Date: _____

FRANCHISEE (Principal):

(Print Name)

Date: _____

FRANCHISEE (Principal):

(Print Name)

Date: _____

EXHIBIT J

LIST OF AREA REPRESENTATIVES

Area Representatives with an outlet opened as of December 31, 2023:

<u>Florida – Orlando</u> RH Holdings CFL LLC 25 Johnson Avenue Ronkonkoma, NY 11779 (407) 807-0037	<u>Florida – Space Coast and Jacksonville</u> 2338 Citadel Way, Suite 105 Melbourne, FL 32940 (321) 507-4722
<u>Georgia</u> EPG Optimize GA AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778	<u>New Jersey</u> EPG Optimize NJ AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778
<u>Tennessee</u> Relive Tennessee, LLC 112 Rand Place Franklin, TN 37064 (615) 703-2979	

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	(not registered)
Hawaii	(not registered)
Illinois	Pending
Indiana	July 17, 2024
Maryland	Pending
Michigan	Pending
Minnesota	July 8, 2024
New York	(not registered)
North Dakota	(not registered)
Rhode Island	August 2, 2024
South Dakota	(not registered)
Virginia	July 31, 2024
Washington	(not registered)
Wisconsin	April 30, 2024

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

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Relive Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.

The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Kameron Harris (our Chief of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 838 SW Federal Highway, Stuart, Florida 34994 and (772) 631-7266.

Please see Exhibit J for the name, address and telephone number of the Area Representative for your market, if any.

Issuance Date: April 29, 2024, amended September 13, 2024.

I received a Disclosure Document dated April 29, 2024, amended September 13, 2024., that included the following Exhibits

- EXHIBIT A: Franchise Agreement
- EXHIBIT B: Agencies/Agents for Service of Process
- EXHIBIT C: Operations Manual Table of Contents
- EXHIBIT D: Financial Statements of Relive Franchising LLC
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Outlets as of December31, 2023
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: Franchisee Acknowledgement Statement
- EXHIBIT J: List of Area Representatives

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Relive Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.

The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Kameron Harris (our Chief of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 838 SW Federal Highway, Stuart, Florida 34994 and (772) 631-7266.

Please see Exhibit J for the name, address and telephone number of the Area Representative for your market, if any.

Issuance Date: April 29, 2024, amended September 13, 2024.

I received a Disclosure Document dated April 29, 2024, amended September 13, 2024., that included the following Exhibits

- ~~EXHIBIT A: Franchise Agreement~~
- ~~EXHIBIT B: Agencies/Agents for Service of Process~~
- ~~EXHIBIT C: Operations Manual Table of Contents~~
- ~~EXHIBIT D: Financial Statements of Relive Franchising LLC~~
- ~~EXHIBIT E: State Specific FDD and Agreement Addenda~~
- ~~EXHIBIT F: Non Disclosure Agreement~~
- ~~EXHIBIT G: Outlets as of December 31, 2023~~
- ~~EXHIBIT H: HIPAA Business Associate Agreement~~
- ~~EXHIBIT I: Franchisee Acknowledgement Statement~~
- ~~EXHIBIT J: List of Area Representatives~~

Date Received: _____ DATE: _____
(If other than date signed)

_____ Print Name: _____

_____ Print Address: _____

_____ City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS
RECEIPT

~~This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.~~

~~If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.~~

~~New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.~~

~~If Relive Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.~~

~~The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Kameron Harris (our Chief of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 838 SW Federal Highway, Stuart, Florida 34994 and (772) 631-7266.~~

~~Please see Exhibit J for the name, address and telephone number of the Area Representative for your market, if any.~~

~~Issuance Date: April 29, 2024.~~

~~I received a Disclosure Document dated April 29, 2024, that included the following Exhibits:~~

- ~~EXHIBIT A: Franchise Agreement~~
- ~~EXHIBIT B: Agencies/Agents for Service of Process~~
- ~~EXHIBIT C: Operations Manual Table of Contents~~
- ~~EXHIBIT D: Financial Statements of Relive Franchising LLC~~
- ~~EXHIBIT E: State-Specific FDD and Agreement Addenda~~
- ~~EXHIBIT F: Non-Disclosure Agreement~~
- ~~EXHIBIT G: Outlets as of December 31, 2023~~
- ~~EXHIBIT H: HIPAA Business Associate Agreement~~
- ~~EXHIBIT I: Franchisee Acknowledgement Statement~~
- ~~EXHIBIT J: List of Area Representatives~~

Date Received: _____ DATE: _____
(If other than date signed)

_____ Print Name: _____

_____ Print Address: _____

