

## FRANCHISE DISCLOSURE DOCUMENT



ANY TEST FRANCHISING, ~~INC.~~ LLC  
A Georgia ~~corporation~~ limited liability company  
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Any Test Franchising, ~~Inc.~~ LLC offers franchisees the opportunity, consistent with state and federal law, to operate a business which specializes in the collection of blood, urine or other human specimens for analysis and the administration of injections and immunizations under the Any Lab Test Now trademark.

The total investment necessary to begin operation of a franchised Any Lab Test Now Stand-Alone business is ~~\$144,166~~,900 to ~~\$271,293~~,900 which includes ~~\$406~~,000 that must be paid to the franchisor. The total investment necessary to begin operation of a franchised Any Lab Test Now business for a Micro Market location is ~~\$43,075~~57,775 to ~~\$215,575~~230,275, which includes ~~\$20,000~~34,700 that must be paid to the franchisor.

The total investment necessary to begin operation of a franchised Any Lab Test Now Multi-Unit Developer Stand-Alone business is between ~~\$159,900~~187,337.50 to ~~\$286,900~~314,337.50, which includes ~~\$55,000~~74,937.50 that must be paid to the franchisor. The total investment necessary to begin operation of a franchised Any Lab Test Now Multi-Unit Developer business for the Micro Market model is between ~~\$50,575~~67,950 to ~~\$176,575~~240,475, which includes ~~\$27,500~~37,400 that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Clarissa Bradstock, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346; (800) 384-4567.

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

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

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

Issuance Date: April 30, 2024, as amended August 21, 2024

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Multi-Unit Development Agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Georgia than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

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## ITEM 1

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

To simplify the language in this Franchise Disclosure Document, “we”, “us”, and “Any Test Franchising” means Any Test Franchising, ~~Inc.~~ LLC, the franchisor. “You” means the person or entity that buys the franchise (the “Franchisee”). If an entity is the Franchisee, “you” includes the Franchisee’s owners.

#### **The Franchisor, ~~and Parents, Predecessors and Affiliates~~**

Any Test Franchising, ~~Inc. was~~ LLC is a Georgia limited liability company. We were incorporated under Georgia law on September 20, 2004 under the name Any Test Franchising, Inc. On August 16, 2024, we converted our entity to a limited liability company and changed our name to Any Test Franchising, LLC. We do not do business under any other name. Our principal business address is 303 Perimeter Center North, Suite 575, Atlanta, Georgia, 30346. Our agents for service of process are disclosed in Exhibit D to this Franchise Disclosure Document. We do not operate any Any Lab Test Now businesses, we have never offered franchises in any other line of business, and we are not engaged in any other business activity. As of December 31, 2023, there were 221 Any Lab Test Now businesses in operation.

#### **Our Parents, Predecessors and Affiliates**

Our parent, Cresso Brands, LLC (“Cresso Brands”), is a Delaware limited liability company with a principal business address of 2035 Colonial Boulevard, Fort Myers, Florida 33907. Cresso Brands is owned by ALTN Holdings, LLC (“ALTN Holdings”), a Florida limited liability company with a principal business address of 2035 Colonial Boulevard, Fort Myers, Florida 33907 and ARCpoint Group LLC (“ARCpoint Group”), a Delaware corporation with a principal business address of 101 North Main Street, Suite 301, Greenville, South Carolina 29601. The Lags Trust is the majority and controlling member of ALTN Holdings with a principal business address of 2035 Colonial Boulevard, Fort Myers, Florida 33907. ARCpoint Group’s parent is ARCpoint Inc., a Canadian corporation, whose principal business address is 333 Bay Street, Suite 635, Toronto, Ontario, M5H 2R2, Canada.

Our affiliate, ALTN Houston, LLC, which is owned by some of our principal officers, operated 7 Any Lab Test Now businesses as of December 31, 2023, which we refer to in this disclosure document as “Affiliate-Operated Businesses”. ALTN Houston, LLC does not offer franchises in any line of business or provide products or services to our franchisees.

Our affiliate, ARCpoint Franchise Group, LLC (“AFG”) is a South Carolina limited liability company with a principal business address of 101 North Main Street, Suite 301, Greenville, South Carolina 29601. From July 2005 until January 2010, AFG offered franchises under the “AccuDiagnostics” name and mark that offered drug, alcohol, and paternity DNA testing. Since January 2010, AFG has offered franchises under the “ARCpoint Labs” name and mark that provide lab screening and testing services and other related services to commercial businesses and consumers. During the initial response to the COVID-19 pandemic, AFG offered a temporary license program for mobile and drive-through testing for COVID-19, but AFG no longer offers this program. As of December 31, 2023, there were 138 franchised ARCpoint Labs businesses in operation.

We do not have a ~~parent or~~ predecessor. We do not have any other affiliates that offer franchises in any line of business or provide products or services to our franchisees.

## Description of the Franchise

### Single Unit Franchise

We offer and sell two franchise models for Any Lab Test Now businesses: (i) the Stand-Alone Business model, where the Any Lab Test Now business operates from its own brick and mortar location, and (ii) the Micro Market Business model, which typically is for an Any Lab Test Now business located in an area with a territory population of 110,000 or less based on a Metropolitan Statistical Area (“MSA”). A Micro Market Business often may be established within approved businesses that complement the Any Lab Test Now business model.

Any Lab Test Now businesses specialize in the collection of blood, urine, DNA or other human specimens for analysis and administer certain types of injections and immunizations for the analysis portion of the business operations. Any Lab Test Now businesses are required to utilize approved services from our required or preferred lab testing partners, which will perform the analysis of the collected test samples for customers. A lab employed courier will pick up test samples on a daily basis or specimens will be shipped. Any Lab Test Now businesses only accept checks, cash and credit cards as payments and may not accept any insurance claims, Medicare or Medicaid payments.

Any Lab Test Now businesses operate under our proprietary business format and system, including our valuable know how, information, trade secrets, methods, operations manual (“Manual”), standards, designs, methods of trademark usage, copyrightable works, products and service sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of the business (collectively, the “System” with approved services and products referred to as “Services and Products”) owned and developed by us. We reserve the right to change or otherwise modify the System and add, modify, or delete any of our Services and Products at any time.

Any Lab Test Now businesses are identified by our proprietary trade names, trademarks, service marks, logos, decor, trade dress, lay out, and commercial symbols, and similar and related words or symbols, now or in the future associated with the System, whether or not they are registered, including, but not limited to, “Any Lab Test Now” (collectively, the “Marks”).

This disclosure document sets forth the terms on which we currently offer franchises for Any Lab Test Now businesses (“Businesses”). If you purchase a franchise, you must operate your Business in accordance with our System and sign our standard franchise agreement (“Franchise Agreement”), which is attached to this disclosure document as Exhibit B. We also offer franchises to existing franchisees who wish to open additional Businesses. Existing franchisees must sign the then-current form of Franchise Agreement and are subject to certain terms that may be different from franchisees opening their first Business as noted in various items of this disclosure document.

### Multi-Unit Development Program.

Under the Multi-Unit Development Program, we assign a number of geographic locations (“MUD Areas”) within which you must open and operate a minimum of two Any Lab Test Now businesses within a specified period of time (“MUD Schedule”). The locations for the Any Lab Test Now businesses required to be opened will be mutually agreed upon by you and us and will be based on the size of the various market and other demographic and economic factors. If you elect to participate in and are approved for this program, you will execute a Multi-Unit Development Agreement (the “MUD Agreement”) in the form attached as Exhibit C, which will describe your MUD Areas and the MUD Schedule. You will also pay the MUD Fee that is described in Item 5 when you sign the MUD Agreement.



You will sign the Franchise Agreement attached as Exhibit B for your first Any Lab Test Now business when you sign the MUD Agreement. You must sign our then-current form of Franchise Agreement for each Any Lab Test Now business opened under the terms of the MUD Agreement, which may not be the same as the Franchise Agreement that is attached to this disclosure document and may have materially different terms. In no event will you sign a Franchise Agreement for a Any Lab Test Now business until we have complied with any applicable waiting periods prescribed by law, and in no event will you be a franchisee entitled to operate a Any Lab Test Now business until we sign the Franchise Agreement for that particular business.

## **The Market and Competition**

Any Lab Test Now businesses offer their services to the general public. You may have to compete with other businesses including [ARCpoint Lab businesses owned by our affiliate, AFG, and other](#) franchised operations, national chains, and independently owned businesses offering similar services to customers. The market for lab services is developed and highly competitive and is focused on individuals needing testing through a prescription ordered by their physician. ~~You will also face other normal business risks that could have an adverse effect on your Business. These include industry developments, such as pricing policies of competitors, and supply and demand.~~

## **Regulations**

Your Business will be subject to general business, employment and other laws and regulations. You should consult with your attorney and local, state and federal government agencies before buying an Any Lab Test Now franchise to determine all legal requirements and consider their effects on you and the cost of compliance. It is your sole responsibility to investigate, satisfy and remain in compliance with all local, state and federal laws, since they vary from place to place and can change over time.

The franchising of businesses that offer quasi-medical products or services is complex and requires the parties to be flexible. In some states these services may be required by law to be licensed. Neither we nor our franchisees are a “covered entity”, as that term is defined by the US Department of Health & Human Services.

There are no specific federal laws relating to the operation of your Business, but there may be laws and regulations in your state or county that may apply to the operation of your Business. In some states, you do not need to be a physician to own or operate an Any Lab Test Now business. In other states, you may need a management agreement with a licensed physician who can act as the ordering physician for various services (e.g. blood testing). In addition, your Business may not be able to legally perform certain actions or services (i.e., those of a phlebotomist) unless the Business has a specific order from a licensed physician or a license or certification to do so from an appropriate governmental agency.

In addition to laws and regulations that apply to businesses generally, the operation of Any Lab Test Now businesses may be subject to federal, state, occupational safety and health regulations (OSHA), Equal Employment Opportunity and Americans with Disabilities Act rules and regulations. Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open an Any Lab Test Now business. For example, California and a few other states require you to be certified in order to perform the functions of a phlebotomist. A permit or license may be required in your state before you can perform the actions and services of a phlebotomist. Some states may require a minimum training of one year or longer as a phlebotomist. We also feel that future rules and regulations may well be promulgated. Prior to signing the Franchise Agreement, you should verify that you will be able to obtain all necessary permits and licenses

in order to operate the Business in your state or county. You must verify with your state the specific rules and regulations for this requirement.

OSHA safety requirements must be strictly adhered to in the handling and disposal of all blood, urine or other human specimens.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Clarissa Bradstock - Chief Executive Officer and Director**

Clarissa Bradstock has been our Chief Executive Officer and a Director since March 2014. [She has served as a Member of the Board of Directors of Cresso Brands since August 2024.](#) From July 2013 to March 2014, she served as the Acting Chief Executive Officer. From June 2007 to July 2013, Ms. Bradstock served as our Chief Operating Officer. In addition, Ms. Bradstock has been an officer of ALTN Houston, LLC since December 2013.

### **Kelly Cromptvoets, Vice President, Marketing**

Kelly Cromptvoets has been our Vice President of Marketing since October 2021. [She has served as a Member of the Board of Directors of Cresso Brands since August 2024.](#) From November 2012 to April 2021, she served in various roles for Home Franchise Concepts, LLC in Irvine, California including as Vice President of Marketing from August 2016 to January 2018, Vice President of Franchise Relations from February 2018 to February 2020 and Vice President of Operations - Budget Blinds from February 2020 to April 2021.

### **Terri L. McCulloch, Vice President, Business Development**

Terri L. McCulloch has been our Vice President, Business Development since June 2018. From July 2010 to March 2016, she served as our Vice President, Sales & Marketing. In addition, Ms. McCulloch has been a shareholder in ALTN Houston, LLC since December 2013.

### **Lynn Brewer, Franchise Development Director**

Lynn Brewer has been our Franchise Development Director since January 2024. From April 2022 to January 2024, she served as our Business Development Manager. From August 2021 to April 2022, she served as our Business Development Assistant. From July 2020 to June 2021, she served as the Business Development Manager for Carbonell Marketing Associates in Atlanta, Georgia. From August 2015 to August 2020, she was an educator at The Cottage School in Roswell, Georgia.

## **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## ITEM 5 INITIAL FEES

### Single Unit Franchise

The Initial Franchise Fee is ~~\$40,000~~\$54,500 for a Stand-Alone Business and ~~\$20,000~~\$27,200 for a Micro Market Business. The Initial Franchise Fee is due when you sign the Franchise Agreement. As of the date of this Franchise Disclosure Document, we offer a reduced Initial Franchise Fee for existing franchisees opening an additional Business as follows: Stand-Alone Businesses ~~-(i) \$30,000~~\$40,875 for units 2 and 3, (ii) ~~\$25,340,000~~\$27,200 for units 4-6, and ~~\$20,000~~\$27,200 for units 7 and beyond; and Micro Market Businesses ~~-(i) \$15,000~~\$20,400 for units 2 and 3, (ii) ~~\$12,400~~\$16,878 for units 4-6, and (iii) ~~\$10,000~~\$13,600 for units 7 and beyond. The Initial Franchise Fee is fully earned upon payment, and there are no refunds under any circumstances.

You must pay the Initial Training Fee in the amount of \$7,500 when you sign the Franchise Agreement. The Initial Training Fee covers the tuition for the initial training program described below in Item 11 for you (or, if you are an entity, your principal owner contact), your first full-time medical assistant (or phlebotomist) and your manager (if you have hired a manager). The Initial Training Fee is fully earned upon payment, and there are no refunds under any circumstances.

During our fiscal year ended December 31, 2023, the range of actual Initial Franchise Fees paid was \$20,000 to \$40,000. The factors that influenced our decision to adjust the Initial Franchise Fee included the number of locations to be opened by the franchisee, if it's an additional location for a franchisee, the length of time the franchisee had been associated with any affiliate of ours, and the size of the Protected Territory (as defined in Item 12). We reserve the right to take these and other factors into consideration when offering adjustments to the Initial Franchise Fee in the future.

You pay us no other fees or payments for services or goods before your business opens.

As a member of the International Franchise Association ("IFA"), we participate in the IFA's VetFran Program. If you are a United States honorably discharged veteran, we will reduce the Initial Franchise Fee by 10%.

~~You pay us no other fees or payments for services or goods before your business opens.~~ **MUD Agreement**

If you desire to be a part of our Multi-Unit Development program, when you sign your MUD Agreement, you will pay a MUD Fee as described below and you will sign a Franchise Agreement to open your first Any Lab Test Now business. Under the MUD Agreement, you will also agree to open at least one additional Any Lab Test Now business under the MUD Schedule. The MUD Fee is calculated as the sum of: (i) the full Initial Franchise Fee ~~(\$40,000 for a Stand-Alone Business or \$20,000 for a Micro Market Business)~~for the first Any Lab Test Now business (\$54,500 for a Stand-Alone Business or \$27,200 for a Micro Market Business); and (ii) 50% of the Initial Franchise Fee ~~(\$15,000 for a Stand-Alone Business and \$7,500 for a Micro Market Business)~~(as set forth above) for each additional Any Lab Test Now business that you agree to develop under the MUD Agreement. You will pay the remaining 50% due of the Initial Franchise Fee ~~(\$15,000 for a Stand-Alone Business and \$7,500 for a Micro Market Business)~~ for each additional Any Lab Test Now business when you sign the Franchise Agreement for that additional Any Lab Test Now business. Any MUD Fees are fully earned upon payment. There are no refunds under any circumstances.

### Incentive Program for ARCpoint Labs Franchisees

If you operate an ARCpoint Labs franchise and you are in good standing with our affiliate, AFG, we will reduce your Initial Franchise Fee \$5,450 for a Stand-Alone Business and for a Micro Market Business if you sign a Franchise Agreement with us by April 30, 2025 for a new Any Lab Test Now business. You may not combine this discount with any other incentive program that we are offering, including the VetFran discount.

#### **ITEM 6 OTHER FEES**

<b>Type of Fee (Note 1)</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	Payable as follows: 87% of Gross Revenue per month with a minimum of \$500 per month (Note 2)	Payable by ACH by the 15th of each month for the previous calendar month.	Fees will be collected electronically by ACH.
Doctor Fee	Up to \$2 per requisition and/or injection.	Payable quarterly by ACH and due by the 15th of the following month for the previous quarter.	Most tests performed by Any Lab Test Now businesses must be ordered by a physician. We may provide the physician, but you will be required to pay the per-test or per-injection Doctor fee. If the business is owned by a physician or recruits its own physician, it can refer the test and forgo the Doctor Fee with our prior approval.
National Marketing Fund	Currently 12% of Gross Revenue per month. We may increase this to 3% of Gross Revenue.	Payable by ACH by the 15th of each month for the previous calendar month.	See Item 11 for additional information regarding the National Marketing Fund.
Advertising Cooperative/ Multi-Area Marketing	1% to 3% of Gross Revenue, if implemented in your market area	Payable monthly by ACH or check due by the 21st of the month for the previous calendar month.	At this time, there are no Advertising Cooperatives in effect. We reserve the right to implement cooperatives and/or multi-area marketing in other markets in the future. We will have no control on any fees imposed by such cooperatives. If you are not part of a cooperative/multi-area marketing, you are expected to advertise locally in your Protected Territory (\$2,000 per month for a Single Unit and \$750 per month for a Micro Market Business).

Type of Fee (Note 1)	Amount	Due Date	Remarks
Initial Training for Additional Persons	\$200 per person per day	As incurred	These fees are only incurred if more than <del>2 persons are attending</del> <u>three people attend the Initial Training</u> , although we may elect to waive <del>the</del> <u>is</u> fee <del>for additional people who attend initial training</del> .
Additional Assistance / Onsite Training at Your Location	\$500 per day (two day minimum) plus travel and living expenses (Note 3)	As incurred	Additional charges only incurred for at-location assistance.
Conference or Refresher Training Fees	\$99 to \$250 per person attending	As incurred	Payable before you attend the conference. You are also responsible for all travel and living expenses for you and your employees who attend.
Transfer Fee (Franchise and MUD Agreement)	\$0 - <del>\$5</del> <u>\$10</u> ,000 plus any broker/commission fee owed to a broker or consultant (Note 4)	Prior to acceptance of transfer	Payable before you transfer your Franchise or MUD Agreement.
Audit	Cost of audit plus 1.5% interest per month on understatement	30 days after billing	We pay all audit costs unless the audit shows an understatement of at least 2% of Gross Revenue for any month. In addition, Franchisee will be required to reimburse Franchisor all fees and expenses incurred as the result.
Fees for Lost Manual	Actual replacement cost	Upon ordering	You must replace any Manual that is lost, stolen or destroyed. The Manual remains our property.
Late Payment/ Interest	\$100 or 5% per occurrence plus 1.5% interest per month (or, if lower, the maximum interest rate allowed by applicable law)	30 days after due date	Payable on late payments.
Insufficient Funds Fee	Currently, \$100 or 5%, whichever is greater	Upon demand	If any attempted payment you make to us is returned for insufficient funds, we may charge a reasonable fee.
Costs of Collection	As incurred	Upon demand	You must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees that we incur in connection with your failure to make any required payments

Type of Fee (Note 1)	Amount	Due Date	Remarks
Legal Costs	As incurred	Upon demand	In a legal proceeding between you and us, the prevailing party is entitled to recover from the losing party reasonable attorneys' fees, court costs and expenses.
Insurance	Reimbursement of insurance premiums	Upon demand	Payable if you fail to obtain or provide proof of required insurance and we obtain such insurance on your behalf.
Indemnification	As incurred	Upon demand	You must indemnify and defend us from liabilities arising from your operation of the business or use of our Marks and System in violation of the franchise agreement. Liabilities include without limitation accountants, attorney, and expert witness fees, investigation costs, courts costs, and other litigation expenses.
Franchise Renewal Fee	<del>\$5</del> 10,000	30 days prior to renewal	Initial franchise term is 10 years. The renewal term is 10 years.
Call Center Fees	\$250 - \$750	Monthly	You have the option to utilize our call center. The monthly charges will vary by the number of calls that the call center handles for your Business.
Computer and Communications Equipment Upgrades and Maintenance	No more than \$1,000 per occurrence	As incurred or as agreed	You must purchase upgrades and pay for maintenance for your computer and communications equipment, including upgrades for software, when we require you to do so.
SOCI – Social Media and Local Directory Listings Management	Initial annual fee is \$300 (currently), although this fee may increase in the future	Annually	Required fee for SEO directory listings management.
CareEvolve Customer Results Portal	Monthly fee is \$160 (currently), although this fee may increase in the future	Monthly	Required fee for portal where customers can get access to test results.
DaySmart Integration	Monthly fee is \$35, although this fee may increase in the future	Monthly	Required fee to integrate the DaySmart calendar system with your local website for online appointment scheduling.

Type of Fee (Note 1)	Amount	Due Date	Remarks
ZeeWise	Currently, \$15 per month and we cover the cost	Annually	Required. We may pass this charge to you on 60 days' notice, and the current charge of \$15 per month may increase in the future.
Constant Contact	Currently, \$15 per month and we cover the cost	Monthly	Required. We may pass this charge to you on 60 days' notice, and the current charge of \$15 per month may increase in the future.
Pricing Portal	Currently, \$15 per month and we cover the cost	Monthly	Required. We may pass this charge to you on 60 days' notice, and the current charge of \$15 per month may increase in the future.

### NOTES

(1) All fees are imposed by and are payable to us. Except as noted in the table, the fees and costs in this Item 6 are uniformly imposed. We require electronic withdrawal of monthly fees and payments from your bank account. All fees are non-refundable. The Any Lab Test Now Businesses operated by Any Test, P.C., as described in Item 20, were in existence prior to the launch of our franchise program and are not required to pay fees to us. These businesses currently voluntarily contribute to our National Marketing Fund.

(2) “Gross Revenue” means the total of all receipts derived from services performed or products sold by the Business, wherever located and directly or indirectly related to the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, coupons, services, property, or other means of exchange. Gross Revenue excludes sales tax receipts that you must by law collect from customers and that you actually pay to the government, promotional or discount coupons to the extent that you realize no revenue, and employee receipt of services or products, if free, or any portion not paid for by an employee.

(3) Upon request, trainers may be scheduled for onsite training. We will charge you the Additional Assistance/Onsite Training fee (Franchise Agreement Section 8.02) only if you require additional assistance at your franchise location. We may increase or decrease this fee at any time. You are also responsible for any travel and living expenses for any representative that visits your Business.

(5) You do not have to pay a Transfer Fee if you transfer your Business to a corporation or limited liability company in which your owners are the majority owners, or if you transfer your Business to an adult child, parent, sibling, or spouse of an owner. You must pay a Transfer Fee of \$2,500 if you transfer your interest in the Franchise Agreement to another approved franchisee of ours. In all other cases, you must pay a Transfer Fee of \$5,000 to transfer your interest in an opened Business. If the transfer includes a prospective franchisee introduced by a broker or a consultant, the Transfer Fee you pay will include any commission and/or other payment owed to the broker or consultant (currently, we have an arrangement with one broker where the commission equals \$5,000).



**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT  
FOR A STAND-ALONE BUSINESS**

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	<del>\$40,000</del> <u>54,500</u>	<del>\$40,000</del> <u>54,500</u>	Lump sum	At signing Franchise Agreement	Us
<u>Initial Training Fee (Note 1)</u>	<u>\$7,500</u>	<u>\$7,500</u>	<u>Lump sum</u>	<u>At signing Franchise Agreement</u>	<u>Us</u>
Travel and Living Expenses (per person)	\$2,000	\$3,500	As incurred	During training	Airlines, Hotels, Restaurants, etc.
Rent or Real Estate and Improvements (Note 2)	\$55,200	\$130,000	As determined by Lessor	Prior to opening	Lessor
Office Furniture, Fixtures & Equipment (Note 3)	\$2,500	\$15,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Décor Items (Note 4)	\$5,000	\$7,500	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Insurance Premiums (One Year)	\$2,500	\$7,500	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Medical Supplies (Note 5)	\$1,000	\$1,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Lab Equipment (Note 6)	\$800	\$1,600	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Signage (Note 7)	\$3,500	\$8,500	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Legal & Accounting Fees (Note 8)	\$500	\$2,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Miscellaneous Opening Costs (Note 9)	\$550	\$3,600	As incurred	Prior to opening	Suppliers, Utilities, Insurance Agencies, etc.



Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Opening Inventory (Note 10)	\$1,000	\$3,000	As incurred	Prior to opening	Approved Suppliers
Grand Opening Marketing Expenditure	\$3,000	\$3,000	As incurred	Prior to opening	Suppliers and Approved PPC Provider
Mandatory Financial Commitment (Note 12)	\$6,000	\$6,000	As determined by vendors	During first three months	Suppliers and Approved PPC Provider
Computer Equipment, Software, and Telephone System (Note 13)	\$1,350	\$3,900	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds (Note 14)	\$20,000	\$35,000	As incurred	As incurred	Suppliers, Utilities
<b>TOTALS (Note 15)</b>	<b><del>\$144,166</del>, 900</b>	<b><del>\$271,293</del>, 900</b>			

**YOUR ESTIMATED INITIAL INVESTMENT  
FOR A MICRO MARKET BUSINESS**

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	<del>\$20,000</del> <u>27,200</u>	<del>\$20,000</del> <u>27,200</u>	Lump sum	At signing Franchise Agreement	Us
<u>Initial Training Fee (Note 1)</u>	<u>\$7,500</u>	<u>\$7,500</u>	<u>Lump sum</u>	<u>At signing Franchise Agreement</u>	<u>US</u>
Travel and Living Expenses (per person)	\$2,000	\$3,500	As incurred	During training	Airlines, Hotels, Restaurants, etc.
Rent or Real Estate and Improvements (Note 2)	\$2,000	\$130,000	As determined by Lessor	Prior to opening	Lessor
Office Furniture, Fixtures & Equipment (Note 3)	\$1,000	\$2,500	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Décor Items (Note 4)	\$2,000	\$6,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors

Type of Expenditure	Amount (Low)	Amount (High)	Method of payment	When due	To whom payment is to be made
Insurance	\$2,500	\$7,500	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Medical Supplies (Note 5)	\$500	\$1,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Lab Equipment (Note 6)	\$800	\$1,600	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Signage (Note 7)	\$1,000	\$4,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Legal & Accounting Fees (Note 8)	\$200	\$2,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Miscellaneous Opening Costs (Note 9)	\$550	\$1,600	As incurred	Prior to opening	Suppliers, Utilities, Insurance Agencies, etc.
Opening Inventory (Note 10)	\$1,000	\$3,000	As incurred	Prior to opening	Approved Suppliers
Grand Opening Marketing Expenditure (Note 11)	\$3,000	\$3,000	As incurred	Prior to opening	Suppliers and Approved PPC Provider
Mandatory Financial Commitment (Note 12)	\$3,000	\$3,000	As determined by vendors	Prior to opening and during first three months of opening.	Vendors
Computer Equipment, Software and Telephone System (Note 13)	\$1,525	\$3,075	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds (Note 14)	\$2,000	\$23,000	As incurred	As incurred	Suppliers, Utilities
<b>TOTALS (Note 15)</b>	<del>\$43,075</del> <u>\$57,775</u>	<del>\$215,575</del> <u>\$230,275</u>			

#### NOTES

- (1) Initial Franchise Fee- and Initial Training Fee. Your Initial Franchise Fee and Initial Training Fee will be due upon signing the Franchise Agreement and ~~is~~are fully earned upon payment. As noted in Item 5, we reduce the Initial Franchise Fee for qualifying existing franchisees opening an

additional Business. We will not refund the Initial Franchise Fee, [the Initial Training Fee](#), or any other fees under any circumstances.

- (2) Rent or Real Estate and Improvements. If you do not own adequate space for an approved site, you must lease the space for your Business. Generally, this will include first and last months' rent, plus a security deposit. Typical locations for Businesses are retail strip centers, shopping centers with large anchor stores or on streets with heavy traffic traveling to malls and office buildings. The typical size of a Business is 550 to 1,500 square feet. The terms and conditions of all agreements relating to the purchase, lease, and alteration of the property will be negotiated by all involved parties; however, we require you to include certain lease provisions. The costs will vary widely and may be significantly higher than projected in this table depending on such factors as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Business.

If you operate a Micro Market Business, in limited circumstances, we may permit you to locate your unit inside an existing, approved business that complements the Any Lab Test Now brand.

- (3) Office Furniture, Fixtures & Equipment. This includes a fax machine, copier, calculator, office chair, trash can, file cabinet, microwave, safe, cash box, time clock, two refrigerators, paper shredder, two storage carts, etc.
- (4) Décor Items. Decorations may include the designated "look" and "feel" of Any Lab Test Now businesses including desk, dividers, branded artwork and promotional signage, clock, etc.
- (5) Medical Supplies. You will need to purchase latex gloves, instant urine screen devices for drugs of abuse, influenza vaccinations and butterfly needles, and other disposable items.
- (6) Lab Equipment. Equipment includes one or more phlebotomist's chairs.
- (7) Signage. Signage will vary from location to location based upon local ordinances and standards set by your landlord and the type of unit you operate. The costs include, but are not limited to, exterior signs. All signs must be pre-approved by us prior to your purchasing them for the lab.
- (8) Legal & Accounting Fees. These fees will be paid by you in order to hire an attorney and an accountant to assist with the formation of your legal entity, to review this disclosure document and to review your proposed lease agreement.
- (9) Miscellaneous Opening Costs. Includes other deposits, utility costs, telephone, Internet, and communications costs and incorporation fees.
- (10) Opening Inventory. You must purchase an initial inventory of office supplies; which include: paper, pens, pencils, stapler, scissors, tape, post-it notes, rubber bands, paper supplies, cleaning supplies, brooms, dustpan, mop and bucket, wastebaskets and miscellaneous items.
- (11) Grand Opening Marketing Expenditure. You must spend at least \$3,000 on advertising and marketing in your Protected Territory prior to and during the first three months of operation of your Business in conjunction with a grand opening marketing campaign. Any amounts spent on pay-per-click promotions during the first three months of operation will not be counted toward the minimum Grand Opening Marketing Expenditure.
- (12) Mandatory Financial Commitment. You are required to spend a minimum amount per month on marketing, promotion and advertising the Business beginning with your first month of operation. If you operate a Single Unit, you are required to spend a minimum of \$2,000 per month and if you operate a Micro Market Business, you are required to spend a minimum of \$750 per month. This will be used to create ongoing sales opportunities. You are also required to participate in Pay-Per-Click internet advertising, which counts towards the total of the Mandatory Financial Commitment

on advertising, promotion and marketing. At the present time, Single Units must spend a minimum of \$1,500 per month on Pay-Per-Click advertising, and Micro Market Businesses must spend at least \$650 per month on Pay-Per-Click. You will be required to use our Authorized PPC Vendor, as well as our approved marketing location vendor, SOCI, at an approximate cost of \$300 per year per subscription.

- (13) Computer Equipment, Software, and Telephone System. While we do not require any specific vendors for computer, Internet connectivity, and communications equipment, we require that you meet certain minimum standards established periodically in the Manual. You will be required to purchase a PC or Mac as specified in the Manual for use in the operation of your Business. This will include a monitor, keyboard, mouse and printer. You will be required to purchase software as described in the Manual. If you plan to participate in serving clients who use FormFox, or eScreen an iPad with specifications for e-signature and a bar code scanner will be required. This estimate also includes a two-line phone system as well as two telephones with voicemail.
- (14) Additional Funds. This estimates your initial start-up expenses for an initial three-month period, including payroll costs, payments to physicians to perform certain services for which a licensed doctor must perform, other miscellaneous costs and does not include any revenue generated by the operation of your Business. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Business. ~~Your expenses will depend on factors such as: how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions (e.g., the local market for our products or services), the prevailing wage rate, competition and the sales level reached during the initial period.~~
- (15) Totals. We relied on more than 30 years of experience by ATPC and our 16 years of experience in the laboratory services business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing arrangements for you. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate your Business, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

#### YOUR ESTIMATED INITIAL INVESTMENT UNDER THE MUD AGREEMENT FOR TWO ANY LAB TEST NOW BUSINESSES

Type of Expenditure	Micro Market Businesses	Stand-Alone Businesses	Method of payment	When due	To whom payment is to be made
Multi-Unit Development Fee (Note 1)	<del>\$27,500</del> <u>\$37,400</u>	<del>\$55,000</del> <u>\$74,937.50</u>	Lump sum	Upon signing First Franchise Agreement and MUD Agreement	Us
Initial Investment for 1st Any Lab Test Now business (Note 2)	<del>\$23,075—</del> <del>\$194</del> <u>\$30,550 -</u> <u>\$203,075</u>	<del>\$104,900—</del> <del>231,900</del> <u>\$112,400 -</u> <u>\$239,400</u>	As indicated in Item 7 chart above	As indicated in Item 7 chart above	As indicated in Item 7 chart above
<b>TOTALS (Note 3)</b>	<del>\$50,575—</del> <del>\$221,575</del> <u>\$67,950</u> <u>-\$240,475</u>	<del>\$159,900—</del> <del>\$286,900</del> <u>\$187,337.50</u> <u>-\$314,337.50</u>			

## NOTES

- (1) The Multi-Unit Development Fee is the initial fee required for you to purchase a minimum of two Any Lab Test Now businesses as further noted in Item 5.
- (2) Multi-Unit Developers will incur the expenses listed in the preceding Item 7 chart for the 1st Unit, less the Initial Franchise Fee for the for Unit as that fee is part of the Multi-Unit Development Fee.
- (3) The Total Estimated Initial Investment for the MUD Agreement includes the Development Fee you must pay at the time you enter into the MUD Agreement as well as estimated range of fees you will incur to open and operate your first Any Lab Test Now business for a period of three months. This total does not include the cost to open and operate the additional Any Lab Test Now businesses purchased under the MUD Agreement. You should be aware that your initial investment for your second and subsequent Any Lab Test Now businesses likely will be higher than the above estimates for your first Any Lab Test Now business due to inflation, increased labor costs, increased materials costs and other economic factors that may vary over time.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **General**

We require that you establish and operate your Business in compliance with your Franchise Agreement. You must strictly follow our product and service specifications detailed in the Manual we provide to you or other written materials from us, which we may modify from time to time, and which may be in print or electronic format. We require you to use an electronic version of the Manual and will require you to access the document using the Internet or an intranet created and supported by us. Our standards and specifications have been prescribed in order to maintain a uniform standard of high quality, value, customer recognition, advertising support and availability to be furnished to the public in connection with our Marks. In operating the Business, all products and supplies must conform to our standards and specifications which have been established through years of experience. In the future, we may modify our product and service specifications.

The following two sentences may be applicable in your particular state: “The corporate practice of medicine doctrines restrict layperson-franchisees from dictating the medical equipment and supplies related to clinical testing to be used in the operation of this franchised business. These sorts of decisions must be made by a licensed medical professional.”

### **Required Purchases**

You must purchase specified products, procure all equipment, inventory, signage, fixtures, furniture and décor items required for the operation of your Business from us or our approved suppliers. We will provide you a list of approved vendors or suppliers for these items. Not all products and services are available in all locations. Currently, we are not an approved or designated vendor or supplier of these required purchases, although we or an affiliate reserve the right to do so in the future, in which case you will pay the then current price in effect for goods or services purchased from us or an affiliate.

As of the date of this disclosure document, your required purchases include:

(1) you may use only marketing and promotional materials that meet our standards. You also must use our approved advertising agency as well as our approved location listings management service, SOCI;

(2) you are required to utilize the services from our required or preferred lab testing partners to ensure the quality and efficacy of the lab testing services and to get volume discounted pricing for all Businesses. Currently we use qualified national or regional laboratories to perform the analysis of blood, urine, saliva, and buccal swab samples for tests for your customers. Unapproved laboratories or injectables suppliers are not permitted without our prior approval as reflected in Approval of Suppliers, below;

(3) you are required to purchase your outdoor store sign from our approved vendor as part of our agreement to get volume discounted pricing for all Businesses. We will consider your use of another sign vendor if you find a more competitive price while still matching the quality of the product and service;

(4) you are required to use our approved vendor for all background checks as part of our agreement to get volume discounted pricing for all Businesses; and

(5) you are required to purchase our technology platforms for your Business, including computer hardware and software. As of the date of this disclosure document, you are required to purchase a computer system to facilitate day-to-day lab operations. The basic requirements of this system include e-mail access, accounting (which includes point of sale capability), cloud-based customer results portal, record and file keeping capabilities as well as word processing for letters and other documents. You also are required to use our CareEvolve results portal, DaySmart, Zeewise, WooCommerce, Constant Contact, Pricing Portal, and Quickbooks Online. We may in the future establish different sales reporting systems and CRM systems as we consider appropriate for the accurate and expeditious reporting of Gross Revenue and other financial information. In such event, you must fully cooperate with us in implementing any such system at each Business and at your expense equip your Business with such sales recording devices as we may require.

We operate a call center and you have the option of utilizing the call center to answer calls directed to your Business.

We reserve the right to receive revenue or other material consideration from any third-party suppliers as a result of purchases by you or any other franchisee. For the year ending December 31, 2023, we received revenue of \$262,911.79 as a result of franchisees' purchases of goods and/or services, which is 4.1% of our total revenue of \$6,384,453, as noted in our audited financial statements included as an exhibit to this disclosure document.

We estimate that the cost of purchases from designated or approved vendor or suppliers represents approximately 20% to 25% of your total initial purchases in connection with the establishment of your business, and 20% to 30% of your ongoing expenses.

There are no approved suppliers in which any of our officers owns an interest.

You must purchase the above products and services, supplies and equipment under specifications and standards that we periodically establish either in the Franchise Agreement, Manual or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or service.

## Approval of Suppliers

If you would like to purchase these items from another supplier, you may request our “Supplier Approval Criteria and Request Form.” Based on the information and samples you supply to us, we will test the items supplied and review the proposed supplier’s business reputation, delivery performance, credit rating and other information at no cost to you. This approval criterion is available to you upon request. We expect to complete our review and advise you of our decision within 30 days after you submit the required information. The specifications and standards for these required purchases are in the Manual. We reserve the right to review our approval of any items or suppliers. You acknowledge and agree that we may revoke our approval of any item, service or supplier at any time and in our sole discretion by notifying you and/or the supplier. Nothing requires us to approve any particular supplier, good or service.

We do not currently have any purchasing or distribution cooperatives as of the date of this disclosure document. We may negotiate purchase arrangements with other suppliers and distributors for the benefit of our franchisees in the future and we may receive rebates or volume discounts from our purchase of products that we resell to you. We do not provide or withhold material benefits to you (such as renewal rights of the right to open additional Businesses) based on whether or not you purchase through the sources we designate or approve, however, purchases of unapproved products from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

## Insurance

You must maintain insurance policies in types and amounts as specified by us periodically in the Manual, including, but not limited to the following:

A. Workers’ Compensation and Employer’s Liability- Statutory Workers’ Compensation and Employer’s Liability of \$1,000,000/\$1,000,000/\$1,000,000;

B. General Liability Occurrence Based - \$2,000,000 per occurrence, \$4,000,000 aggregate (per location) for bodily injury and property damage, including broad from contractual liability. Coverage must insure you, and name us as an additional insured against all claims, suits, obligations, liabilities, and damage, including attorneys’ fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of the Business. The policy must also stipulate that we shall receive a statutory notice of cancellation;

C. Medical Professional liability coverage - Occurrence based - insuring you, your medical professional and us with coverage limits of \$1,000,000 per claim and \$3,000,000 aggregate. The policy must cover all services provided and the policy must also stipulate that we shall receive a 30-day prior written notice of cancellation;

D. Data Breach coverage in an amount not less than \$50,000 insuring both you and us, against all claims, suits, obligations, liabilities and damage, including attorneys’ fees, based upon or arising out of actual or alleged data breach or cybercrimes relating to the use or condition of the Business. The policy must also stipulate that we shall receive a 30-day prior written notice of cancellation;

E. Fire and lightning, extended coverage, theft, vandalism and malicious mischief, flood (if the Business is located in a Designated Flood Hazard Area), and sprinkler leakage insurance on the Business and all fixtures, equipment, supplies and other property used in the operation of the Business, for not less than 100% of the replacement value of the same, except that an appropriate deductible clause will be permitted;



F. Such additional insurance as may be required by the terms of any lease or mortgage for the Business;

G. Non-Owned Automobile Liability, having limits no less than required under your state's laws; and

H. Such additional insurance as required by us based on customary industry practices at such time.

All insurance providers must be rated "A" by A.M. Best's guide. Certificates of Insurance evidencing such coverages must be provided to us upon annual renewal of the insurance coverage, as well as at any time upon our request. The policies must also stipulate that we will receive a 30-day prior written notice of cancellation. In the event you fail to obtain or provide proof of the required insurance and keep the same in full force and effect, we may (but are not required to) obtain such insurance on your behalf, and you shall immediately reimburse us for such cost.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement and MUD Agreement	Item in Disclosure Document
A	Site selection and acquisition/lease if any	Sections 10.01 & 10.02 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
B	Pre-opening purchases/leases	Sections 10.02 & 12.06 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
C	Site development and other pre-opening requirements	Sections 10.03 and 10.04 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
D	Initial and ongoing training	Sections 8.01, 8.02 & 12.10 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
E	Opening	Section 10.04 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
F	Fees	Sections 5, 9.06 & 9.07 of the Franchise Agreement Section IV of the MUD Agreement	Items 5, 6, 7, and 11
G	Compliance with standards and policies/operating Manual	Sections 2.02, 10.05, 7.04, 12.02, 12.03, 12.06, 12.0707, & 12. 13, 12.18 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
H	Trademarks and proprietary information	Section 6 & 7 of the Franchise Agreement MUD Agreement: Not Applicable	Items 13 & 14
I	Restrictions on products and services offered	Sections 12.05 of the Franchise Agreement MUD Agreement: Not Applicable	Items 8 & 16



	<b>Obligation</b>	<b>Section in Franchise Agreement and MUD Agreement</b>	<b>Item in Disclosure Document</b>
J	Warranty and customer service requirements	Sections 8 and 12 of the Franchise Agreement MUD Agreement: Not Applicable	N/A
K	Territorial development	Section 4 and Attachment I of the Franchise Agreement Sections I and II of the MUD Agreement	Items 11 & 12
L	Ongoing Product and Service purchases	Sections 12.06 & 12.07 of the Franchise Agreement MUD Agreement: Not Applicable	Items 8 & 16
M	Maintenance, appearance and remodeling requirements	Section 10.05 & 12.03 of the Franchise Agreement MUD Agreement: Not Applicable	N/A
N	Insurance	Section 12.08 of the Franchise Agreement MUD Agreement: Not Applicable	Item 8
O	Advertising	Section 9 of the Franchise Agreement MUD Agreement: Not Applicable	Item 11
P	Indemnification	Sections 12.12 & 17.02 of the Franchise Agreement Section IX.B. of the MUD Agreement	N/A
Q	Owner's participation/management staffing	Sections 12.03 of the Franchise Agreement MUD Agreement: Not Applicable	Item 15
R	Records and reports	Section 11 of the Franchise Agreement MUD Agreement: Not Applicable	N/A
S	Inspection and audits	Sections 11.04 & 12.04 of the Franchise Agreement MUD Agreement: Not Applicable	N/A
T	Transfer	Section 14 of the Franchise Agreement Section VI of the MUD Agreement	Item 17
U	Renewal	Section 3 of the Franchise Agreement MUD Agreement: Not Applicable	Item 17
V	Post-termination obligations	Section 13 of the Franchise Agreement Section VII of the MUD Agreement	Item 17
W	Non-competition covenants	Sections 7.03, 15.01 and Attachment V of the Franchise Agreement MUD Agreement: Not Applicable	Item 17
X	Dispute resolution	Section 16 of the Franchise Agreement Section VIII of the MUD Agreement	Item 17

## ITEM 10 FINANCING

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

## ITEM 11 FRANCHISOR'S OBLIGATIONS

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

**Before you begin your Business, Any Test Franchising, ~~Inc.~~ LLC will:**

1. Provide you access to our confidential Manual, which contains mandatory and suggested specifications, standards, operating procedures, required and preferred vendors and other rules. The Manual is confidential and remains our property. We may modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. (See Section 7.02 of the Franchise Agreement). We have included a copy of the Table of Contents of our Manual as Exhibit F to this Franchise Disclosure Document. The Manual contains 213 pages.

2. Provide advice about selecting and analyzing a site for the Business. Your site must be at least 550 to 1,500 square feet. Site selection is your responsibility, but we must approve your selection and we will assist you in the location selection process by considering population density, traffic patterns, demographics, and proximity of the proposed site to other Any Lab Test Now businesses or any other reasonable criteria. You must complete our form of site description and deliver any traffic, competition, demographic and similar site information related to the proposed site that we reasonably request. Our assistance in no way constitutes a representation or warranty including without limitation with respect to the site selection or property. The Franchise Agreement cannot be terminated for failure to agree on site selection and we will not unreasonably withhold approval, however if you do not open your Micro Market Business within 180 days or your Stand-Alone Business within 270 days after signing your Franchise Agreement, then we may terminate the Franchise Agreement and retain all monies received unless otherwise agreed in writing (See Section 10.01 and 10.04 of the Franchise Agreement).

3. Provide a general outline on what you should consider in looking to lease or purchase a location for your Business. It is not our practice to own locations and lease them back to franchisees. Our assistance is not a representation on your behalf and in no way constitutes a representation or warranty including without limitation with respect to the lease or purchase. (See Section 10.01 of the Franchise Agreement).

4. Provide you with our standard sample floor layouts and architectural plans. We will approve or disapprove your plans for the design of your Business. Construction or remodeling, if needed, should begin as soon as possible after signing the Franchise Agreement, but, in any case, will not begin later than 120 days after signing the Franchise Agreement. Upon request, we will assist in the development and planning of any construction or remodeling with respect to sign specification and Business layout and design. You must pay for construction or remodeling and all other costs associated with compliance and permits. Our approval means that the site and plans meet minimum specifications and is not a warranty for their appropriateness. (See Section 10.03 of the Franchise Agreement).

5. It is estimated that the length of time between the signing of the Franchise Agreement and the opening of your Business will usually be about six to nine months for a Stand-Alone Business and four to six months for a Micro Market Business, depending upon the location. Factors affecting this length of time include financing arrangements, property lease terms, construction or conversion requirements, and scheduling and completion of the training program. Failure to open your Micro Market Business within 180 days or Stand-Alone Business within 270 days after signing the Franchise Agreement may result in termination of the Franchise Agreement and we will retain all monies received. (See Section 10.04 of the Franchise Agreement).

**During the operation of the franchised business, Any Test Franchising, ~~Inc.~~ LLC will:**

1. Research new products, services and methods of doing business and provide you with information concerning developments of this research. (See Section 8.04 of the Franchise Agreement).

2. Offer you a reasonable amount of continuing advisory services by telephone during normal business hours. We may also provide to you visits by our field representative, but any additional on-site consultation or advisory services you request may incur a fee. (See Sections 8.03 of the Franchise Agreement).

3. We will include information about your Business on our web site. (See Section 9.04 of the Franchise Agreement).

4. We may implement a centralized purchasing system for you and negotiate prices and terms with suppliers. We may receive rebates from the suppliers for these purchases. (See Section 12.06 of the Franchise Agreement).

5. We may hold periodic regional or national conferences to discuss on-going changes in the industry, operational techniques, product and service developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. You are required to pay a registration fee and all expenses relating to your travel, food and lodging for you and your employees. These conferences will be held at our corporate headquarters or at another location chosen by us. We estimate the cost of the registration fee to be no more than \$250 per person and the cost of the travel and living expenses to attend the conferences to be between \$1,000 and \$3,000. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference, but we estimate this cost to be no more than \$250 per person. You must pay all of the travel and living expenses for you and any other employees who attend. (See Section 8.02 of the Franchise Agreement).

7. Provide marketing and sales strategies, plans, creative files, message and other promotional materials and services to you. Materials provided may include brochures, web banners, posters, direct mail pieces, sales and marketing presentations, flyers and other forms of sales and marketing materials. You will receive the electronic files at no charge and have the option to print materials using our recommended printer or a local printer of your choice. We may use both outside advertising and marketing agencies and internal staff to create advertising. Online Pay-per-Click marketing activities will be conducted and facilitated through our required Pay-per-Click vendors, which may utilize information derived from campaigns for your location for the benefit of other stores across our franchisee network. (See Section 9 of the Franchise Agreement).

### **Training Programs**

Within 60 days of the scheduled opening of your Business, or any other time as may be mutually agreed upon, we will train you (or if you are an entity, your principal owner contact), your first medical assistant (or phlebotomist) and your Manager (as defined in Item 15), if you have hired your Manager, as follows:

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Executive Planning	Minimum of 4 Hours	None	Atlanta, GA or Virtually
Operations	Minimum of 4 Hours	None	Atlanta, GA or Virtually
Personnel	Minimum of 1 Hour	None	Atlanta, GA or Virtually
Marketing and Sales	Minimum of 9 Hours	None	Atlanta, GA or Virtually
Lab Testing	Minimum of 8 Hours	None	Atlanta, GA or Virtually
Procedures	Minimum of 8 Hours	None	Atlanta, GA or Virtually
Quality Control	Minimum of 2 Hours	None	Atlanta, GA or Virtually
Policies & Reporting	Minimum of 3 Hours	None	Atlanta, GA or Virtually
<b>TOTALS</b>	<b>Minimum of 39 Hours</b>		

Our trainers include the following:

NAME	TITLE	YEARS OF TRAINING EXPERIENCE WITH US	YEARS OF TRAINING EXPERIENCE WITH OTHER BUSINESSES
Clarissa Bradstock	Chief Executive Officer	16 years	30 years
Terri McCulloch	Vice President of Business Development	11 years	15 years
Kelly Cromptvoets	Vice President of Marketing	2 years	25 years
Brooke Prosser	HR Manager	1 year	0
Melanie Kirk	Franchise Business Coach and Finance Manager	11 years	0
Toni Vann	Franchise Business Coach	3 years	0
Jean Kintz	Franchise Business Coach	1 year	25 years
Jay Butgereit	Franchise Business Coach	3 years	25 years
Samuel Sokoh	IT Manager	3 years	0
Alexis Little	Toxicology Product Manager	1 year	0
Priya Patel	Health and Wellness Product Manager	1 year	0

Existing franchisees of Any Lab Test Now businesses may also participate in providing training to new franchisees.

Training will focus exclusively on the operation of the Business, retail, and back-office functions, and will avoid any training geared toward what could be considered the practice of medicine. Training materials will consist of live instruction, online training, review of our Manual, forms, handouts, sales scripts and guides, in-class role play and exercises, market segmentation review, and customer service protocol. Part of but still separate from training, you will complete an implementation plan, which should take you between 15 and 25 hours and includes a review of our Getting Started Guide and related manuals. You will do some of this work on the implementation plan before and during initial training.

~~You~~ You (or your principal owner and contact), your first full-time Medical Assistant medical assistant (or phlebotomist) and your Manager must attend the initial training, which lasts approximately one week. ~~We do not charge an additional fee for this training or service. You~~ In addition to the Initial Training Fee, you will also be required to pay the travel and living expenses for your owner, your Medical Assistant medical assistant (or phlebotomist), Manager, and any additional employee(s). We estimate the cost your travel and living expenses to be approximately \$2,000 to \$3,500 per person. All initial training, except any on-site training, will be held at our corporate training center in Atlanta, Georgia, or at another designated location. We will conduct training a minimum of three times per year. You must complete this initial training to our satisfaction or repeat this training, at no additional fee to us. You will, however, be responsible to pay any travel and living expenses for your owner and any Manager or employees who are required to repeat the training. (See Section 8.01 of the Franchise Agreement).

Upon request, trainers may be scheduled for onsite training at your Business location. The fee for this Additional Assistance/Onsite Training is currently \$500 per day, two days minimum. We will charge you this fee only if you require additional assistance at your location. Fees for additional assistance can be increased or decreased by us at any time in our discretion. You are also responsible for any travel and living expenses for any trainer that visits your location. (See Section 8.03 of the Franchise Agreement). As part of your implementation plan, we also will do one or two onsite visits at your Business location prior to or closely after you open your Business.

We also may offer additional or refresher-training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at our corporate training center in Atlanta, Georgia or at any other locations selected by us or may be deployed on-line via a training portal. We reserve the right to impose reasonable charges for training classes and materials in connection with such training courses. We estimate the cost of these additional or refresher-training courses to be between \$99 and \$250 plus the cost of all travel and living expenses for you and employees who attend. We estimate the travel and living expenses to be between \$1,250 and \$2,000. We will notify you of any additional charges before you or your employees enroll in a course. (See Section 8.02 of the Franchise Agreement). Any training that we may provide to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

All classes are scheduled by advance written notice to you. Our class cancellation policies will be included in the written notice of class schedules.

## **Advertising Programs**

### **Local**

#### **Mandatory Financial Commitment**

Each month, you must spend on marketing, promotion and advertising (the “Mandatory Financial Commitment”) at least \$2,000 per month if the Business is a Stand-Alone Business or at least \$750 per month if the Business is a Micro Market Business (See Franchise Agreement Section 9.02(a)).

You are also required to participate in Pay-Per-Click internet advertising, which counts towards the Mandatory Financial Commitment. At the present time, Single Units must spend a minimum of \$1,500 per month on Pay-Per-Click advertising, and Micro Market Businesses must spend at least \$650 per month on

Pay-Per-Click. All Pay-Per-Click online advertising campaigns are to be facilitated through our required Pay-Per-Click marketing partners and directed inside your Protected Territory. Additionally, we recommend that you implement additional sales and marketing campaigns such as direct sales, direct mail, print advertising, e-mail marketing, text marketing, social media or other digital advertising, or other local marketing tactics to promote your Business. Implementation of the Pay-Per-Click marketing program will be a direct transaction between you (the franchisee) and our required Pay-Per-Click marketing partners (See Franchise Agreement Section 9.02(b)).

### **Grand Opening Marketing Expenditure**

You must spend at least \$3,000 on advertising and marketing in your Protected Territory prior to and during the first three months of operation of the Business in connection with a grand opening marketing campaign. Your grand opening marketing campaign is subject to our approval. Any amounts spent on the Mandatory Financial Commitment or pay-per-click promotions during the first three months of operation will not be counted toward the minimum Grand Opening Marketing Expenditure (See Franchise Agreement Section 9.03).

We have the exclusive right to control all internet-based marketing and other activity. You cannot independently implement a Pay-Per-Click online advertising campaign without prior approval and you are required to conduct Pay-Per-Click marketing campaigns in conjunction with our required Pay-Per-Click marketing partners. Subject to our prior written approval, you may be allowed to create a blog or other web-based marketing tactic, but any such blog or tactic must be location-specific, must only mention your Business's location/name/territory and must include language, in acceptable size and font stating: "For a complete listing of all locations, please visit [www.anylabtestnow.com](http://www.anylabtestnow.com)". All blog content must be pre-submitted to a member of our Marketing Department for review and approval. Any such approval shall be at our sole discretion. You must follow our blogging and social media policy as outlined in the Manual. We will maintain Any Lab Test Now Web pages for your location which will include information regarding your Business. Content changes to your Web page will be made by us at your request. (See Franchise Agreement Section 9.05).

### **National Marketing Fund**

We have established a National Marketing Fund in which you must participate. Currently, you must contribute ~~to the National Marketing Fund in an amount up to 1~~<sup>2</sup>% of the Gross Revenue of your Business to the National Marketing Fund at the same time and manner as the Royalty Fee. We may increase this to 3% of Gross Revenue. We will hold the National Marketing Fund contributions in a separate bank account which will be administered by our marketing and accounting staff, however we reserve the right to use an outside advertising agency in our discretion. All Affiliate-Operated Any Lab Test Now businesses will be required to contribute to the National Marketing Fund on the same basis as comparable franchisees. The Any Lab Test Now Businesses operated by Any Test, P.C., as described in Item 20, were in existence prior to the launch of our franchise program and are not required to pay fees to us. These businesses currently voluntarily contribute to our National Marketing Fund.

We will use the National Marketing Fund for local, regional, or national advertising or marketing, development, and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. Advertising may be in the form of print, social media, Pay-Per-Click, or any other media we deem appropriate in our sole discretion. We will not derive income from the National Marketing Fund, but we may reimburse our administrative and overhead expenses incurred in administering the National Marketing Fund (including the compensation of our employees working with the National Marketing Fund and for related accounting, bookkeeping, reporting, legal and other expenses. We may also use the funds to offset or partially rebate local franchisee media and printing expenses.



Advertising expenditures from the National Marketing Fund may or may not be proportionate to your contributions or provide direct benefit to you or any other particular franchisee. We are not required to spend any minimum or maximum amount in your area or Protected Territory. We will spend the National Marketing Fund in our discretion, and we have no fiduciary duty to you regarding the National Marketing Fund. We may accumulate these funds, and the balance may be carried over to subsequent years. If the National Marketing Fund operates at a deficit or requires additional funds at any time, we reserve the right to loan such funds to the National Marketing Fund on any terms we determine. An unaudited annual financial statement of the National Marketing Fund will be prepared within 120 days of the close of our fiscal year and will be available to any franchisee upon request. (See Franchise Agreement Section 9.07)

In our last fiscal year ending December 31, 2023, the National Marketing Fund spent 87% with 13% reserved for the following year. Of the funds spent, 97% was on Digital Marketing, 1.5% on SMS marketing, and 1.5% on marketing technology. We will not use the National Marketing Fund to advertise the sale franchises. Any funds not spent in the fiscal year in which they accrue will be carried over to the next year.

### **Advertising Cooperatives / Multi-Area Marketing**

You may be required to participate in Advertising Cooperatives and/or Multi-Area Marketing within a specified area. There are no Advertising Cooperatives currently in effect; however, we reserve the right to implement a Cooperative in an area which may include your Business in the future, and, once implemented, you will be required to participate in an amount not to exceed 3% of your monthly Gross Revenue. Any contributions made to the Advertising Cooperative / Multi Area Marketing fee will be in addition to any contributions due to the National Marketing Fund. You will have the first right to provide services which are mandatory elements of the System to any customers within your Protected Territory (if applicable). We may require you to pay a referral fee and/or participate in a revenue sharing arrangement for any customers generated by multi-area marketing. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs. Company owned outlets would have no control on any fees imposed by franchisee cooperatives. (See Franchise Agreement Section 9.06).

### **Franchise Advisory Council**

We have formed a council of franchisees ("Franchisee Advisory Council") to provide us input. Members of the Franchisee Advisory Council will be selected by us from existing franchisees. We will give due consideration to all input from the Franchisee Advisory Council, but we retain the ultimate decision-making authority and responsibility for all of these matters. If we submit a matter for approval by the Franchisee Advisory Council, and that matter is approved by a majority vote of the Franchisee Advisory Council, that approval will be fully binding on you. (See Franchise Agreement Section 9.08).

### **Computer Systems, Software, and Internet Access**

We do not currently require you to purchase any particular brand of computer hardware to establish or operate the Business, but we do specify the standards for computer and communication equipment and Internet access. You are required to purchase a computer system to facilitate day-to-day operations, which include e-mail access, cloud-based customer results portal, record and file keeping capabilities as well as word processing for letters and other documents. The minimum requirement to run the software is a Windows 11 System based PC with 16 GB of RAM and 500 GB Hard Drive. The estimated cost of the computer and related software is between \$1,050 and \$2,600. We reserve the right to specify computer hardware or software and to specify other computer-related standards in the future.

You are also required to purchase business software for accounting and bookkeeping, as well as equipment and/or software for point of sale and merchant services the cost of which is included in the above estimate. We will use the software to collect daily business reports, cash summaries and a dynamic customer database. The software will be hosted at a facility designated by us. Subject to patient privacy laws, such as those protected under laws such as HIPAA, we will have independent, unrestricted, access to this information for analysis, monthly revenue reports and system metrics. We have the contractual right to poll the necessary data from your database. (See Section 12.13 of the Franchise Agreement).

You may be required to upgrade your hardware and/or software in order to utilize the computerized system as technological advances require. We are not responsible for any maintenance, repairs, updates and upgrades to your computerized system. You will be responsible for any maintenance, repairs, updates and upgrades as well as the associated costs. You will be responsible for the cost of such upgrades. You will not be required to upgrade your hardware or software more often than once a year. We estimate the cost of the required upgrade will not exceed \$1,500-\$2,000 per upgrade. (See Section 12.13 of the Franchise Agreement).

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, multi factor authentication and use of backup systems. (See Section 12.14 of the Franchise Agreement).

## **ITEM 12 TERRITORY**

### **Stand-Alone and Micro Market Businesses**

We will geographic area around your Business (“Protected Territory”) as described below. Since we do reserve some rights (see our reservation of rights below), you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The population in the Protected Territory will be no less than 110,001 for Single Units and less than 110,000 for Micro Markets, based on the latest US Census/MSA information. Your Protected Territory may be delineated by boundary streets, highways, counties, or zip codes. Your Business will operate from one location approved by us and must receive our permission before relocating. We will grant approval to relocate if you are in compliance with the Franchise Agreement and MUD Agreement (if applicable), you have paid all money owed to us, and the proposed location meets our site selection criteria as specified in the Manual. You may not solicit customers outside the Protected Territory.

Provided you are in compliance with the Franchise Agreement, we will not operate an Any Lab Test Now permanent “brick and mortar” business within your Protected Territory, but we have the right to do so anywhere outside your Protected Territory. We also have the right to operate or franchise businesses in your Protected Territory that offer and sell the same or similar services to Any Lab Test Now businesses, as long as those businesses do not use the Marks, as further noted below and in the Franchise Agreement. Once established, the boundaries of your Protected Territory will not be adjusted without our prior written consent regardless of whether the population of your Protected Territory increases or decreases over time. You maintain rights to your Protected Territory even though the population increases.

You are required to pay ~~at the~~ Royalty Fee in the amount of ~~8~~7% of monthly Gross Revenue, with a minimum Royalty Fee of \$500 per month to encourage development of business in your Protected Territory.



If you fail to pay the Royalty Fee, we have the right to reduce the size of your Protected Territory and terminate your Franchise Agreement. There are no other circumstances that permit us to modify your Protected Territory.

Although we have not done so, we may sell products under our Marks within and outside your Territory through any method of distribution other than a dedicated Any Lab Test Now business, including, sales through such channels of distribution on the Internet, catalog sales, telemarketing, or other direct marketing sales (together, “alternative distribution channels”). You may not use alternative distribution channels to make sales outside or inside your Protected Territory except as described in the following paragraph and you will receive no compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for any System products or services calling for service or performance in your Protected Territory, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, or a third party we designate (including another franchisee) may fulfill the order, and you will be entitled to no compensation in connection with this.

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

You do not receive the right to acquire additional franchises within your area under your Franchise Agreement. Each Franchise Agreement is a separate and distinct transaction between you and us.

We reserve the right, among others to:

1. Own, franchise, or operate Any Lab Test Now businesses at any location outside of the Protected Territory, regardless of the proximity to your Business;
2. Operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside or outside of the Protected Territory;
3. Operate or license others to operate businesses that are not similar to a Any Lab Test Now business under the Marks at any location, both inside or outside of the Protected Territory;
4. Develop, merchandise, sell and license others to sell products and services bearing the Marks including the products and services offered at Any Lab Test Now businesses through alternative channels of distribution both inside or outside of the Protected Territory (other than at your Business premises) including, but not limited to, television, mail order, catalog sales, wholesale sale to unrelated businesses, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce or Pay-Per-Click advertising, other than as approved by us;
5. Conduct marketing activities, including implement multi-area marketing programs which may allow us or others to solicit or sell to customers in any location, including within the Protected Territory. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs including, but not limited to, the price in which our Any Lab Test Now businesses will be paid for providing services to a national account.

6. Purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as Any Lab Test Now businesses under the System or Marks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are within or outside your Protected Territory.

You will not receive any compensation if we exercise these reserved rights.

## **MUD Agreement**

If you sign a MUD Agreement, we give you the right to develop and open a specific number of Any Lab Test Now businesses in your MUD Areas as designated in your MUD Agreement. Your MUD Areas will be determined by you and us before you sign the MUD Agreement based on various market and economic factors like market demographics and the penetration of Any Lab Test Now businesses and similar businesses in the market, the availability of appropriate sites and growth trends in the market. Typically, each of your MUD Areas will be in a broad area such as a quadrant of a city. You may not establish Any Lab Test Now businesses anywhere outside the MUD Areas. You must operate each Any Lab Test Now business that you establish under your MUD Agreement under a separate Franchise Agreement with us.

Since we do reserve some rights (see our reservation of rights below), you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, if you comply with your obligations under your MUD Agreement, we will not establish, nor license anyone other than you to establish an Any Lab Test Now businesses in the MUD Areas during the term of your MUD Agreement. If you do not meet your development obligations within the MUD Schedule provided in your MUD Agreement, or if you otherwise fail to comply with the terms of the MUD Agreement or any Franchise Agreements, or any other agreement between you and us, your rights to develop Any Lab Test Now businesses in your MUD Areas may be terminated.

Except as described above, we reserve all other rights with respect to the System, Marks and development of Any Lab Test Now businesses, including the right to:

1. own, operate or license others to own or operate Any Lab Test Now business immediately adjacent to or anywhere outside of your MUD Areas;
2. operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside or outside of your MUD Areas;
3. operate or license others to operate businesses that are not similar to a Any Lab Test Now business under the Marks at any location, both inside or outside of your MUD Areas;
4. develop, merchandise, sell and license others to sell products and services bearing the Marks including the products and services offered at Any Lab Test Now businesses through alternative channels of distribution both inside or outside of your MUD Areas, including, but not limited to, television, mail order, catalog sales, wholesale sale to unrelated businesses, or over the Internet;
5. conduct marketing activities, including implementing multi-area marketing programs which may allow us or others to solicit or sell to customers in any location, including within the MUD Areas; and

6. purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as Any Lab Test Now businesses under the System or Marks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are within or outside your MUD Areas.

You will not receive any compensation if we exercise these reserved rights.

You have no options, rights of first refusal or similar rights to acquire additional franchises except as provide in the MUD Agreement.

### ~~We~~Other Brands


As explained in Item 1, our affiliate, AFG, offers franchises for ARCpoint Labs businesses that offer lab testing services that are similar to those offered in Any Lab Test Now businesses. There may now be, or in the future may be, ARCpoint Labs businesses operated by AFG, its affiliates, and franchisees located in the same market as current and future Any Lab Test Now businesses. These ARCpoint Labs businesses could be company-owned, franchised or both. AFG's headquarters are located in Greenville, South Carolina. If there is a conflict between you and us caused by an ARCpoint Labs business or between an Any Lab Test now franchisee and an ARCpoint Labs franchisee, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible for resolving conflicts between or among Any Lab Test Now franchisees, or between or among an Any Lab Test Now franchisee and an ARCpoint Labs franchisee.


Except as previously described in this Item 12, neither we nor any of our affiliates have ~~not granted, established~~ or presently intend to ~~grant establish~~, other ~~multi-unit development rights for~~ franchises or affiliate-operated outlets selling or leasing similar products or services to those offered by Any Lab Test Now businesses under a different trade name or trademark, ~~but~~; however, we ~~have retain~~ the right to do so in the future.

## ITEM 13 TRADEMARKS

We grant you the right to operate a business under our Marks, including the names “Any Lab Test Now.” You may also use our other current or future Marks as we may designate to operate your Business. You must indicate, as required in the Franchise Agreement and specified in the Manual, that you are an independent operator of the Business and shall use the appropriate trademark and copyright marks as indicated by us.

The following trademarks have been registered with the United States Patent and Trademark Office (“USPTO”):

Mark	Registration Date	Registration Number	Principal or Supplemental Register of the USPTO
	March 10, 2009	3588117	Principal

Mark	Registration Date	Registration Number	Principal or Supplemental Register of the USPTO
	November 12, 2019	5907637	Principal

~~We have filed an application with the USPTO to register the following trademark:~~

Mark	Filing Date	Serial Number	Principal or Supplemental Register of the USPTO
ANY LAB TEST NOW	<del>May 12, 2023</del> <u>June 4, 2024</u>	<del>97933526</del> <u>7406273</u>	Principal

~~We do not have a federal registration for this principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

You must follow our rules when you use any of the Marks as outlined in the Internet, Social Media and Brand Standards section of the Manual. You may not use any of the Marks alone or with modifying words, designs or symbols, or any of the words in the Mark as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, meta tags or search techniques except as we license to you. If you purchase a URL that includes our Marks (or any similarity), the URL will become our property and you must pass ownership to us upon written notice. Purchasing that type of URL or the failure to pass ownership to us within 15 days are each a default under the Franchise Agreement. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time in our discretion. Your obligations under this paragraph shall survive the termination of the Franchise Agreement.

There are presently no effective determinations of the USPTO, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding involving any of the above-referenced Marks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks in a manner material to the franchise. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Marks where your Business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark. All required affidavits have been filed.

We have the right to control any administrative proceedings or litigation involving our Marks licensed by us to you. You must notify us within three days of when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary, in our sole and absolute discretion, to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action.

The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark licensed by us to you, or if the proceeding is resolved unfavorably to you.

You must modify or discontinue the use of a Mark if we modify or discontinue use. If this happens, you are responsible for all of the associated expense (for example, changing signs). You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other businesses using trademarks, trade names, or other commercial symbols similar to our Marks with superior rights to our rights. Before starting your Business, you should research this possibility, using telephone directories, trade directories, Internet directories, or otherwise in order to avoid the possibility of having to change your Business name.

## **ITEM 14**

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

#### **Patents and Copyrights**

We hold no patents and have no pending patent applications. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Manual.

There are no agreements currently in effect that significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the United States Copyright Office or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Marks described in Item 13 of this disclosure document.

#### **Confidential Information**

You may never - during the initial term of the Franchise Agreement, any renewal term, or after the Franchise Agreement expires, or is terminated - reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party, including without limitation another franchisee, except as we authorize. All persons affiliated with you must sign our Confidentiality/Non-Competition Agreement (Attachment V to the Franchise Agreement).

Our confidential information will include services, technologies and procedures relating to the operation of an Any Lab Test Now business; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of our System; the Manual; methods of advertising and promotion; instructional materials; and other matters.

## **ITEM 15**

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

One of your owners or a manager of your Business (“Manager”) who has completed our training program, must directly supervise and participate in the actual day-to-day operation the Business. Neither you nor your Manager may have an interest or business relationship with any existing, or yet to be established, business competitor(s).

If you are an entity, we do not require that your Manager own an equity interest in such entity. However, your Manager and each of your officers, directors, partners, shareholders or members, as applicable, must execute our standard Confidentiality and Covenant Not To Compete Agreement, a copy of which is attached to the Franchise Agreement as Attachment V. Other than the above, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees.

If your interest is subsequently assigned to a business entity, each of the entity's officers, directors, shareholders, partners, and members, plus any individual who owns, directly or indirectly, a 5% or greater interest in the entity must sign the Guaranty attached to the Franchise Agreement and agree to assume and discharge all of your obligations and comply with all restrictions under the Franchise Agreement. We do not require spouses of your owners, officers, directors, shareholders, partners, and members to sign the Guaranty; however, if a spouse is directly involved in the operation of the Business, then the spouse must sign the Confidentiality and Covenant Not To Compete Agreement.

## **ITEM 16**

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

You may offer for sale to the public only those products and services that are authorized and approved by us as described in our Manual.

You must offer all goods and services that we designate as required for all Any Lab Test Now businesses within your market area. We have the right to change the goods and services that you must offer in your area, with prior notice to you. We also reserve the right to set minimum and maximum prices for use with multi-area marketing and special price promotions.

We reserve the right in the future to designate alternate vendors from whom you will purchase the required purchases and services. You are not restricted as to individuals to whom you may provide services for, provided they receive those services at your Business location. However, we reserve the right to sell similar services and products to other channels of distribution such as over the Internet.

## **ITEM 17**

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

**This table lists certain important provisions of the franchise, multi-unit development and related agreements. You should read the full provisions in the agreements attached to this disclosure document.**

#### **THE FRANCHISE RELATIONSHIP**

	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
A	Length of the Franchise Term	Section 3 of the Franchise Agreement  Section III of the MUD Agreement	Franchise Agreement: 10 years from signing the Franchise Agreement.  MUD Agreement: Your multi-unit development rights begin on the date you and we sign the MUD Agreement and pay the MUD Fee and will expire on the earlier of the day you sign the Franchise Agreement for the

	Provision	Section in Franchise Agreement and/or MUD Agreement	Summary
			last Any Lab Test Now business or the date shown above for the last Franchise Agreement scheduled to be executed.
B	Renewal or extension of term	Section 3 of the Franchise Agreement  Section III of the MUD Agreement	Franchise Agreement: If you are in good standing you can add additional terms of 10 years.  MUD Agreement: You have not right to renew the MUD Agreement.
C	Requirements for you to renew or extend	Section 3 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: You must sign a new agreement, be in compliance with your current franchise agreement (including payments), refresh the store to the current brand colors and artwork, and pay the Renewal Fee. The new Franchise Agreement for renewal may have materially different terms and conditions than your original franchise agreement.
D	Termination by franchisee	Not Applicable	Subject to state law, you have no right to terminate the Franchise Agreement or the MUD Agreement.
E	Termination by the franchisor with cause	Section 13.01 of the Franchise Agreement  Section VII of the MUD Agreement	We can terminate if you commit any one of several violations.
F	Termination by the franchisor without cause	Not Applicable	
G	“Cause” defined - curable defaults	Section 13.01(a) the Franchise Agreement  Section VII.A.(4) of the MUD Agreement	Franchise Agreement: You have 30 days to cure any breach of the Franchise Agreement or failure to comply with the System, except for non-curable defaults.  MUD Agreement: If you materially breach any Franchise Agreement and do not cure that breach within the cure period provided for in that Franchise Agreement



	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
H	“Cause” defined - non-curable defaults	Section 13.01(b) of the Franchise Agreement  Section VII.A. of the MUD Agreement	Franchise Agreement: Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, loss of your premises, abandonment, unapproved transfers, breach of confidentiality, non-compliance with law, breach of non-compete, charge or conviction of a felony or certain other crimes.  MUD Agreement: If you fail to meet the MUD Schedule, you transfer or encumber your rights in violation of the MUD Agreement, you or your owner is convicted of a crime or you are bankrupt.
I	Franchisee’s obligations on termination/ nonrenewal	Sections 13.02 of the Franchise Agreement  Section VII of the MUD Agreement	Franchise Agreement: Obligations include complete de-identification, non-competition, and payment of amounts due, return all proprietary or confidential materials, transfer phone numbers and other listings to us.  MUD Agreement: No rights to open additional Any Lab Test Now businesses; you must continue to operate the Any Lab Test Now businesses according to any existing Franchise Agreements that are not terminated.
J	Assignment of contract by franchisor	Section 14.01 of the Franchise Agreement  Section VI.B of the MUD Agreement	No restriction on our right to assign.
K	“Transfer” by franchisee - definition	Section 14.02 of the Franchise Agreement  Section VI.A of the MUD Agreement	Includes transfer of contract or assets or ownership change.
L	Franchisor’s approval of transfer by Franchisee	Section 14.03 of the Franchise Agreement  Section VI.A. of the MUD Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.



	Provision	Section in Franchise Agreement and/or MUD Agreement	Summary
M	Conditions for franchisor approval of transfer	Section 14.03 of the Franchise Agreement  Section VI.A of the MUD Agreement	Franchise Agreement: New Franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you, and current agreement signed by new Franchisee.  MUD Agreement: Transferee qualifies, you pay all amounts owed to us or our affiliates, transfer fee paid, release signed, training of transferee, economically reasonable sale terms. We may require you to transfer all of the undeveloped Any Lab Test Now businesses under the MUD Agreement.
N	Franchisor's right of first refusal to acquire franchisee's Business.	Section 14.06 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: We can match any offer for your Business.
O	Franchisor's option to purchase franchisee's Business	Section 13.08 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: We may purchase your inventory and equipment at fair market value upon termination or expiration.
P	Death or disability of franchisee	Section 14.05 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: Franchise must be assigned by estate to approved buyer within 120 days.
Q	Non-competition covenants during the term of franchise	Section 15.01 and Attachment V of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: No involvement in Competitive Business anywhere in the United States. A Competitive Business is any business (other than an Any Lab Test Now business operated under a franchise agreement with Franchisor) providing direct to consumer laboratory services via a retail storefront, online or through any multi-area marketing channels used by Franchisor, or selling laboratory services or setting up referral partners for toxicology, clinical or DNA testing.
R	Non-competition covenants after the franchise is terminated or expires	Section 15.01 and Attachment V of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: No competing business for 2 years within 25 miles from the boundary of your Protected Territory or within a 25 mile radius from the premises of any Lab Test Now business then in operation.

	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
S	Modification of agreement	Sections 18.03 of the Franchise Agreement  Section VIII.L of the MUD Agreement:	All modifications must be in writing signed by both parties but Manual is subject to change.
T	Integration merger clause	Section 18.02 of the Franchise Agreement  Section X.C of the MUD Agreement	Only the terms of the Franchise Agreement and/or the MUD Agreement are binding (subject to state law). Any representations or promises made outside the franchise disclosure document and agreement may not be enforceable. Nothing in the agreements or in any related agreement is intended to disclaim the representations we made in this disclosure document.
U	Dispute resolution by arbitration	Section 16 of the Franchise Agreement  Section VIII.A. of the MUD Agreement	Except for certain claims, all disputes must be arbitrated.
V	Choice of forum	Section 16 of the Franchise Agreement  Section VIII.A. of the MUD Agreement	Arbitration must be held in Fulton County, Georgia (subject to applicable state law); for claim not subject to arbitration, claims must be brought in the district where we have our principal place of business at that time.
W	Choice of law	Section 18.15 of the Franchise Agreement  Section X.O of the MUD Agreement	Georgia law applies (subject to applicable state law)

## **ITEM 18 PUBLIC FIGURES**

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

## **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchisee 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.

Sections 1 and 2 below show the average unaudited Gross Revenue of Any Lab Test Now businesses that meet the following criteria: (i) are Stand-Alone Businesses, (ii) were operating during the

period from January 1, 2023 to December 31, 2023 (the “2023 Reporting Period”), and (iii) have been open for at least one full calendar year as of December 31, 2023. This is a historic financial performance representation about our existing Any Lab Test Now businesses that meet the stated criteria.

## Section 1: Franchised Stand Alone Businesses

The following Section 1 presents unaudited information about the average and median Gross Revenue of the 194 franchised Stand-Alone Businesses that were open and continuously operating during the 2023 Reporting Period. We have not included in this Item 19 the results for any Micro Market Businesses. If you purchase a franchise for a Micro Market Business, you are likely to have different results.

As of December 31, 2023, there were 221 franchised Stand-Alone and Micro Market businesses in operation. There were 194 franchised Stand-alone Businesses that were open for the full 2023 Reporting Period. This financial performance representation excludes the performance of 16 franchised Stand-Alone businesses that were opened in the 2023 Reporting Period but were not open for the full 2023 Reporting Period, 2 franchised Stand-Alone businesses that were open for more than a year but closed during the 2023 Reporting Period, and 11 Micro Market Businesses.

The franchised Stand-Alone Businesses are represented and divided into quartiles based on Gross Revenue. The quartiles were derived by taking the Stand-Alone Businesses dividing them into four evenly-sized groups, with the Stand-Alone Businesses achieving the highest Gross Revenue being in the Top 25% quartile, the next highest being in the 26-50% quartile, and so forth. All amounts are shown in U.S. dollars.

Percent Quartile	Top 25%	26% - 50%	51% to 75%	Bottom 25%
Number of Franchised Businesses	49	49	48	48
Average Gross Revenue	\$590,461	\$363,800	\$248,170	\$151,417
Median Gross Revenue	\$549,294	\$347,353	\$242,486	\$154,382
Range of Gross Revenue	\$461,778 - \$1,234,004	\$299,014 - \$460,751	\$205,929 - \$295,404	\$56,458 - \$204,988
# and % of Franchised Businesses that Exceeded Average Gross Revenue	16/33%	19/39%	21/44%	26/54%

## Section 2: Affiliate-Operated Stand-Alone Businesses

The following Section 2 presents unaudited information about the average and median Gross Revenue of the 7 Affiliate-Operated Stand-Alone Businesses that were open and continuously operating for the 2023 Reporting Period. We obtained this Gross Revenue information for the Affiliate-Operated Stand-Alone Businesses from unaudited reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the Gross Revenue information reported to us.

Number of Affiliate-Operated Businesses	7
Average Gross Revenue	\$450,516
Median Gross Revenue	\$459,105
Range of Gross Revenue	\$395,227 - \$497,389
# and % of Affiliate-Operated Businesses that Exceeded Average Gross Revenue	4/57%

### NOTES

(1) As used in this Item 19, the term “Gross Revenue” means the total of all receipts derived from services performed or products sold by the Business, wherever located and directly or indirectly related to the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, coupons, services, property, or other means of exchange. We obtained this Gross Revenue information from unaudited franchisee reports submitted to us consistent with our reporting requirements. Neither we nor our independent certified public accountants have audited or verified any of the Gross Revenue information reported to us. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

**(2) Some businesses have earned these amounts. Your individual results may differ. There is no assurance that you will sell as much.**

(3) Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Except as disclosed in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Clarissa Bradstock at 303 Perimeter Center North, Suite 575, Atlanta, GA 30346 and (800) 384-4567, 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**  
**(As of December 31 of each year)**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	185	193	+8
	2022	193	207	+14
	2023	207	221	+14

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Affiliate-Operated	2021	8	8	0
	2022	8	7	-1
	2023	7	7	0
Total Outlets	2021	193	201	+8
	2022	201	214	+13
	2023	214	228	+14

**TABLE NO. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2021 to 2023**  
**(As of December 31 of each year)**

STATE	YEAR	NUMBER OF TRANSFERS
Alabama	2021	0
	2022	0
	2023	1
Arizona	2021	2
	2022	0
	2023	0
Colorado	2021	0
	2022	0
	2023	2
Florida	2021	0
	2022	0
	2023	1
Kentucky	2021	0
	2022	0
	2023	1
Missouri	2021	1
	2022	1
	2023	0
North Carolina	2021	0
	2022	0
	2023	1
Ohio	2021	0
	2022	0
	2023	1
Pennsylvania	2021	0
	2022	0

STATE	YEAR	NUMBER OF TRANSFERS
South Carolina	2023	2
	2021	1
	2022	0
	2023	0
Texas	2021	2
	2022	1
	2023	4
Total	2021	6
	2022	2
	2023	13

**TABLE NO. 3**  
**Status of Franchised Outlets**  
**For Years 2021 to 2023**  
**(As of December 31 of each year)**

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
AL	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
AR	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
AZ	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	1	0	0	0	0	9
CO	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	0	8
DE	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
FL	2021	34	3	0	0	0	0	37
	2022	37	2	0	0	0	0	39
	2023	39	2	0	0	0	0	41
GA	2021	11	0	0	0	0	0	11
	2022	11	1	0	0	0	2	10
	2023	10	0	0	0	0	0	10
IL	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
IN	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
IA	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
KS	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
KY	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
LA	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
MI	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	1	2
MN	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MS	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
MO	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NE	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
NV	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NM	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NC	2021	7	1	0	0	0	0	8
	2022	8	0	0	1	0	0	8
	2023	8	0	0	0	0	0	8
ND	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1



STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
OH	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
OK	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
OR	2021	2	0	0	0	0	0	2
	2022	2	0	0	1	0	0	1
	2023	1	1	0	0	0	0	2
PA	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
SC	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	0	0	0	0	0	6
TN	2021	6	0	0	0	0	0	6
	2022	6	1	0	1	0	0	6
	2023	6	0	0	0	0	0	6
TX	2021	52	3	0	0	0	0	55
	2022	55	5	0	0	0	0	60
	2023	60	2	0	0	0	0	62
UT	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
VA	2021	3	1	0	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	1	0	0	0	0	7
WA	2021	6	0	0	0	0	1	5
	2022	5	0	0	1	0	0	4
	2023	4	0	0	0	0	1	3
WI	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	185	11	0	0	0	3	193
	2022	193	20	0	3	0	3	207
	2023	207	16	0	0	0	2	221

**TABLE NO. 4**  
**Status of Affiliate-Operated Outlets**  
**For Years 2021 to 2023**  
**(As of December 31 of each year)**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
NC	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
TX	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
Total	2021	8	0	0	0	0	8
	2022	8	0	0	1	0	7
	2023	7	0	0	0	0	7

**TABLE NO. 5**  
**Projected Openings as of December 31, 2023**

	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In Current Fiscal Year
AL	1	1	0
AR	1	1	0
AZ	2	2	0
CO	1	1	0
FL	2	2	0
IL	2	2	0
MN	1	1	0
PA	2	2	0
NV	1	1	0
NC	1	1	0
OH	2	2	0
SC	1	1	0
TN	2	2	0
VA	2	2	0
<b>TOTALS</b>	21	21	0

NOTES

A list of names of all current franchisees and their addresses and telephone numbers as of December 31, 2023 are listed in Exhibit G to this disclosure document. The name and last known home address and

telephone number of every franchisee who has had a franchise terminated, cancelled, 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 date of this disclosure document are also listed in Exhibit G to this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

The Any Lab Test Now business models described in this disclosure document were developed similar to the original business developed by Any Test, P.C., (“ATPC”), which is a Georgia Corporation incorporated on July 7, 1992 that is owned by one of our minority shareholders. ATPC currently owns and operates 10 Any Lab Test Now businesses in Georgia that specialize in the collection of blood, urine or other human specimens for analysis. ATPC is not an affiliate of ours and its Any Lab Test Now businesses do not operate under Franchise Agreements with us; however, we include the Any Lab Test Now businesses operated by ATPC as franchised businesses in this disclosure document and Exhibit G.

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

The following franchisee association has asked to be included in this disclosure document: Independent Association of Any Lab Test Now Franchisees, American Association of Franchisees & Dealers, 276 Hazard Ave, Suite 11, Enfield, CT 06082, Phone: 619.290.3775, Email: ALTNF@aaf chapters.org.

## **ITEM 21 FINANCIAL STATEMENTS**

Attached to the Disclosure Document as Exhibit A are our audited financial statements as of December 31, 2023, December 31, 2022 and December 31, 2021. Our fiscal year end is December 31.

## **ITEM 22 CONTRACTS**

Attached to this disclosure document are the following contracts:

B	Franchise Agreement	
	Attachment I	Summary Information
	Attachment II	Authorization Agreement for Preauthorized Payment Service
	Attachment III	Statement of Ownership
	Attachment IV	Guaranty
	Attachment V	Confidentiality and Covenant Not To Compete Agreement
C	Multi-Unit Development Agreement	
F	State Required Agreement Addenda	
I	General Release	
J	Franchisee Questionnaire	

## **ITEM 23 RECEIPT**

Included as the last document of this disclosure document is a detachable Receipt to be signed by you.

**EXHIBIT A**  
**FINANCIAL STATEMENTS**

**Any Test Franchising, Inc**  
**Financial Statements**  
**For the year ended December 31, 2023**

## **Any Test Franchising, Inc**

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**Kevin Norton, P.A.**  
***Certified Public Accounting***  
***1451 W. Cypress Creek Road, Suite 300***  
***Ft. Lauderdale, Florida 33309***  
***(954) 822-1223***

April 1, 2024

Any Test Franchising, Inc.

**Independent Auditor's Report**

To The Members

***Report on the Financial Statements***

We have audited the accompanying financial statements of Any Test Franchising, Inc. which comprise the balance sheets as of December 31, 2023, 2022 and 2021 and the related statements of income, comprehensive income, changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of Any Test Franchising, Inc. as of December 31, 2023, 2022 and 2021 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Respectfully submitted,

**Kevin J Norton**

Kevin Norton, C.P.A.



**ANY TEST FRANCHISING, INC****BALANCE SHEET**

At December 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>			
<b>CURRENT ASSETS:</b>			
Cash - total	\$ 1,594,814	\$ 1,766,801	\$ 1,849,124
Accounts Receivable - Royalties (net)	19,075	92,622	926
Prepays	-	-	-
Other	-	30,000	-
Total Current Assets	<u>\$ 1,613,889</u>	<u>\$ 1,889,423</u>	<u>\$ 1,850,050</u>
<b>Fixed Assets</b>			
Fixed Assets	\$ 159,825	\$ 159,825	\$ 159,825
Accumulated Depreciation	(156,188)	(155,926)	(155,658)
Fixed Assets- net	<u>\$ 3,637</u>	<u>\$ 3,899</u>	<u>\$ 4,167</u>
<b>Other Assets - Franchisee Loan</b>			
	-	-	-
	<u>\$ 1,617,526</u>	<u>\$ 1,893,322</u>	<u>\$ 1,854,217</u>
<b><u>LIABILITIES AND STOCKHOLDERS' EQUITY</u></b>			
<b>CURRENT LIABILITIES:</b>			
Accounts Payable	\$ 3,686	\$ 92,939	\$ -
Accrued Expenses	128,334	126,669	77,942
Total Current Liabilities	<u>132,020</u>	<u>219,608</u>	<u>77,942</u>
Deferred Revenue	396,097	421,363	389,012
Loans Payable - Covid	-	-	-
Total Liabilities	<u>\$ 528,117</u>	<u>\$ 640,971</u>	<u>\$ 466,954</u>
<b>EQUITY:</b>			
Common Stock	\$ 1,000	\$ 1,000	\$ 1,000
Additional Paid in Capital	504,393	504,393	228,077
Retained Earnings	584,016	746,958	1,158,186
Total Stockholders' Equity	<u>\$ 1,089,409</u>	<u>\$ 1,252,351</u>	<u>\$ 1,387,263</u>
Total Liabilities and Stockholders' Equity	<u>\$ 1,617,526</u>	<u>\$ 1,893,322</u>	<u>\$ 1,854,217</u>

See accompanying Auditor's ReportThe Notes are an integral part of these financial statements.

**ANY TEST FRANCHISING, INC****STATEMENT OF INCOME AND RETAINED EARNINGS**

For the year ended December 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b>REVENUE:</b>			
Franchise Fees	\$ 612,766	\$ 659,399	\$ 709,701
Royalties	\$ 5,507,260	\$ 7,355,125	\$ 7,555,508
Other Income	\$ 324,706	\$ 327,579	\$ 331,900
Total Revenues	\$ 6,444,732	\$ 8,342,103	\$ 8,597,109
<b>COST OF SALES:</b>			
Commissions	\$ 115,725	\$ 139,513	\$ 187,375
GROSS PROFIT	\$ 6,329,007	\$ 8,202,590	\$ 8,409,734
<b>EXPENSES:</b>			
Advertising	\$ 250,597	\$ 168,544	\$ 177,669
Banking & Finance Fees	58,355	49,386	42,120
Depreciation	268	268	-
Filing & License Expenses	1,303	955	852
Internet & Web & Tech	726,219	670,417	577,513
Marketing Expenses	277,171	446,225	280,599
Payroll, Expenses & Taxes	3,166,244	3,105,709	2,566,890
Office & Postage Expense	1,157	-	554
Professional & Consulting Fees	456,553	723,528	500,095
Legal & Accounting	98,680	155,471	234,187
Rent & Maintenance	83,011	98,995	125,321
Supplies	24,180	30,196	24,082
Trade Shows	60,000	-	24,000
Training	19,902	27,947	21,668
Travel & Lodging	100,083	110,738	27,108
Utilities / Telephone	126,011	177,438	162,836
Total Expenses	\$ 5,449,734	\$ 5,765,817	\$ 4,765,494
NET Earnings	\$ 879,273	\$ 2,436,773	\$ 3,644,240
NET Profit (LOSS):	\$ 879,273	\$ 2,436,773	\$ 3,644,240
RETAINED EARNINGS- Beginning of Year	\$ 746,958	\$ 1,158,186	\$ 899,758
Prior Period Adjustment	97,549	1,999	
Covid Loan Forgiven			364,188
Shareholder Distributions	(1,139,764)	(2,850,000)	(3,750,000)
RETAINED EARNINGS - End of Year	\$ 584,016	\$ 746,958	\$ 1,158,186

See accompanying Auditor's Report

**ANY TEST FRANCHISING, INC****STATEMENT OF CASH FLOWS**

For the year ended December 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net Profit	\$ 879,273	\$ 2,436,773	\$ 3,644,240
Depreciation	268	268	-
Decrease (Increase) in Accounts Receivable	73,547	(91,696)	1,661
(Increase) Decrease in PrePays / Advances	-	-	-
(Increase) Decrease in Other Assets	30,000	(30,000)	-
(Increase) Decrease in Other Assets			
(Decrease) in Payables	(89,253)	92,939	(1,875)
(Decrease) Increase in Accrued Expenses	1,665	48,727	18,809
	<hr/>	<hr/>	<hr/>
Cash Received from Operating Activities	\$ 895,500	\$ 2,457,011	\$ 3,662,835
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Fixed Assets	\$ -	\$ -	\$ -
Deferred Revenue	(25,266)	32,351	102,800
Miscellaneous	(6)		775
	<hr/>	<hr/>	<hr/>
	\$ (25,272)	\$ 32,351	\$ 103,575
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Additional Paid in Capital	\$ -	\$ 276,316	\$ -
Prior Period Adjustment	97,549	1,999	-
Notes Payable	-	-	-
Shareholder Distributions	(1,139,764)	(2,850,000)	(3,750,000)
	<hr/>	<hr/>	<hr/>
	\$ (1,042,215)	\$ (2,571,685)	\$ (3,750,000)
 <b>(DECREASE) INCREASE IN CASH</b>	<hr/>	<hr/>	<hr/>
	(171,987)	(82,323)	16,410
 <b>CASH - Beginning of the period</b>	<hr/>	<hr/>	<hr/>
	\$ 1,766,801	\$ 1,849,124	\$ 1,832,714
 <b>CASH - End of the period</b>	<hr/>	<hr/>	<hr/>
	\$ 1,594,814	\$ 1,766,801	\$ 1,849,124

**The Notes are an integral part of these financial statements.**

## **Any Test Franchising, Inc**

Notes to Financial Statements dated December 31, 2023

### **Note 1 – Nature of Business**

#### **Nature of Business...**

Any Test Franchising, Inc (The Company) is a Georgia based company engaged in the sales of franchises of health testing services. The main headquarters is located in Atlanta, Georgia and was incorporated in Georgia in 2004.

### **Note 2 - Summary of Significant Accounting Policies**

#### **Basis of Presentation:**

The financial statements have been presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

Organization and start up costs have been and will be expensed as incurred in accordance with generally accepted accounting principles.

#### **Cash:**

The Company maintains its cash balances at one bank with locations throughout the country. The Federal Deposit Insurance Corporation insures accounts at this bank for balances up to \$250,000.

#### **Provision for Federal Income Tax:**

The Company has elected under the Internal Revenue Service Code to be taxed as an S Corporation. In lieu of this election, all shareholders will pay tax on their proportionate share of profits / losses. Therefore, no provision for income tax has been included in these financial statements.

#### **Use of Estimates:**

The preparation of the Company's financial statements are made in conformity with generally accepted accounting principles that require estimates and assumptions that affect revenues and expenses, assets and liabilities. Actual results could differ from those estimates, and such estimates could be material.

#### **Revenue Recognition:**

The Company recognizes revenue from two main sources: franchise fees and royalties. Revenue from such sources are recognized as earned upon the completion of all requirements of contracts. ASC 606 was implemented in 2020, per the extension of time extended by FASB. The new standard is to recognize revenue over a time period commensurate with contractual / operational obligations of completion of the Company responsibilities to the franchisees. The period of three years was chosen with 30% to be deferred and subsequently recognized over 3 years and reflected in the financial statements.

## **Notes to Financial Statements - continued**

### **Property and Equipment:**

Property and equipment are recorded at original cost to the Company. Depreciation is calculated using the straight line method over the estimated useful lives of the assets ranging from 5 to 7 years.

### **Note 3 – Commitments and Contingencies:**

The Company has no material commitments or legal or financial contingencies to note for 2023. Shareholder loans have no stated interest rate and no stated maturity date.

### **Note 4 - Concentration:**

The Company had no significant concentrations during 2023 that represented any material impact on its revenues.

### **Note 5 - Related Party Transactions:**

During 2023 the Company had no material dealings with any related party.

### **Note 6 - Financial Instruments:**

Cash, money market investments, current loans payable, accounts receivable, accounts payable and accrued liabilities are all short term in nature and as such, their carrying values in the financial statements approximate fair values.

### **Note 7 - Credit Risk:**

Concentration of credit risk with respect to trade accounts receivable is limited due to the large number of customers / franchisees and their geographic dispersion. Management believes the concentration of credit risk is not significant.

### **Note 8 – Prior Period adjustments**

Prior period adjustments have been made to the financials pertaining to prior distributions not recorded along with depreciation expense. The adjustments bring the books and records and retained earnings into balance. The adjustments are believed to not have a material effect on the overall financial presentation.

### **Note 9 – Shareholder loans**

The Company has shareholder loans granted with no fixed interest rate or maturity date, but intended to be repaid within 3 to 5 years.

Interest will be paid as the loan is paid off based on prevailing short term treasury rates.

### **Note 10 – Franchisee Loans**

The Company occasionally grants franchisee loans with no fixed interest rate or maturity date, but intended to be repaid within 3 to 5 years.

Interest will be paid as the loan is paid off based on prevailing short term treasury rates.

## **Notes to Financial Statements - continued**

### **Note 11 – Notes Payable:**

The Company utilized the resources available through The Covid 19 relief package legislation. The company obtained stimulus monies of \$364,188 under the PPP relief options, and had it forgiven upon completion of all the paperwork authentication requirements of the mandated process. Various accounting options were considered in reporting and it was determined to report as extraordinary item to retained earnings in 2021.

**ANY TEST FRANCHISING, INC****Supplementary Information****At December 31,****Deferred Revenue per ASC 606**

	<b><u>TOTALS</u></b>	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Gross Revenue- Franchise Fees	\$	587,500	\$ 691,750	\$ 812,500
Current Revenue - Recognize 70 %	\$	<u>411,250</u>	<u>484,225</u>	<u>568,750</u>
Deferred Revenue - Defer 30%	\$ 780,950	\$ 176,250	\$ 207,525	\$ 243,750
Recognize 1/3 def. over 3 years- 2020	\$ (153,410)	\$ (51,137)	\$ (51,137)	\$ (51,137)
Recognize 1/3 def. over 3 years- 2021	\$ (162,338)	\$ (81,169)	\$ (81,169)	\$ -
Recognize 1/3 def. over 3 years- 2022	\$ (69,106)	\$ (69,106)	\$ -	\$ -
Recognize 1/3 def. over 3 years- 2023	\$ -	\$ -	\$ -	\$ -
Total	<u>\$ (384,853)</u>	<u>\$ (201,411)</u>	<u>\$ (132,305)</u>	<u>\$ (51,137)</u>
NET DEFERRED INCOME	<u>\$ 396,097</u>			

**See accompanying Auditor's Report****The Notes are an integral part of these financial statements.**



**EXHIBIT B**  
**FRANCHISE AGREEMENT**



ANY TEST FRANCHISING, ~~INC.~~ LLC

## FRANCHISE AGREEMENT

(Stand-Alone and Micro Market Businesses)

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## ATTACHMENTS

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Attachment II	Authorization Agreement for Preauthorized Payment Service
Attachment III	Statement of Ownership
Attachment IV	Guaranty
Attachment V	Confidentiality and Covenant Not To Compete Agreement

## FRANCHISE AGREEMENT

This Agreement is entered into between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company ("Franchisor"), and \_\_\_\_\_ a \_\_\_\_\_ ("Franchisee"), and is effective as of the date beneath Franchisor's signature ("Effective Date").

### 1. DEFINITIONS

1.01. "Business" means the Any Lab Test Now business which Franchisee is granted the right to operate under this Agreement.

1.02. "Business Records" means evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by Franchisee in operation of the Business.

1.03. "Confidential Information" means all non-public methods for establishing, operating and promoting the Business pursuant to Franchisor's distinctive business format, and all non-public plans, data, financial information, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, information and know-how of Franchisor.

1.04. "Gross Revenue" means total of all receipts derived from services performed or products sold by the Business, wherever located and directly or indirectly related to the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, coupons, services, property, or other means of exchange. Gross Revenue excludes sales tax receipts that Franchisee must by law collect from customers and that Franchisee actually pays to the government; promotional or discount coupons to the extent that Franchisee realizes no revenue; and employee receipt of services or products, if free, or any portion not paid for by an employee.

1.05. "Manual" means Franchisor's proprietary manual for developing and operating an Any Lab Test Now business, which may include, without limitation, requirements regarding business formats, pricing, methods, procedures, signage, equipment, services, products, standards, specifications, management, marketing, and use of the Marks. The Manual may consist of one or more separate manuals and other materials as designated by Franchisor as being part of the Manual, and may be in written or electronic form, or both.

1.06. "Marks" means Franchisor's trade names, trademarks, service marks, logos, decor, trade dress, lay out, and commercial symbols, and similar and related words or symbols, now or in the future associated with the System, whether or not they are registered, including, but not limited to, "Any Lab Test Now®"

1.07. "Micro Market Business" means an Any Lab Test Now business located in an area with a territory population of 110,000 or less based on a Metropolitan Statistical Area.

1.08. "Premises" means the location of the Business approved by Franchisor.

1.09. "Protected Territory" means the territory described in Attachment I to this Agreement.

1.10. “Stand-Alone Business” means an Any Lab Test Now business operated from its own brick and mortar location.

1.11. “System” means Franchisor’s system for developing and operating an Any Lab Test Now business, including business formats, pricing, methods, procedures, signage, equipment, services, products, standards, specifications, management, marketing, and Marks.

1.12. “Trade Secret” means information of Franchisor, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information, and which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

1.13. “Transfer” means for Franchisee (or any owner of Franchisee) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantial assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business.

## **2. GRANT OF FRANCHISE**

2.01. Grant of License. Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a license to operate an Any Lab Test Now franchise at the Premises using the System and the Marks for the term of this Agreement. Franchisee shall develop and operate an Any Lab Test Now franchise at the Premises for the entire term of this Agreement. Franchisee shall operate either a Stand-Alone Business or a Micro Market Business, as stated on Attachment I.

2.02. Modification of System. Franchisor reserves the right to periodically modify any part of the System. Franchisee shall, at its own expense, comply with any change to the System.

2.03. Ownership and Principal Contact of Franchisee. If Franchisee is an entity, (i) Franchisee shall designate the principal owner contact of the Business and complete the Statement of Ownership attached as Attachment III, (ii) all persons who directly or indirectly own more than 20% of Franchisee shall execute the Guaranty attached as Attachment IV, and (iii) Franchisee shall engage in no business other than the operation of the Business.

## **3. TERM AND RENEWALS**

3.01. Term of Agreement. This Agreement begins on the Effective Date and will continue for a period of 10 years, unless earlier terminated as provided under this Agreement.

3.02. Renewal. At the end of the term of this Agreement, Franchisee may renew its license for one successive period of 10 years, provided Franchisor does not exercise its rights of refusal as set forth below.

3.03. Right of Refusal to Renew. Franchisor has the right to refuse to renew Franchisee’s license if Franchisee:

(a) fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;

(b) has committed two or more material breaches of this Agreement in the 24 months prior to expiration;

(c) fails to give notice of Franchisee's intent to renew at least three months, but no more than 12 months, prior to the expiration of this Agreement (and failure to give timely notice will be considered an election by Franchisee not to renew this Agreement);

(d) is not current in payment obligations to Franchisor or its subsidiaries and affiliates, or to any creditor at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire;

(e) fails to renovate and modernize the Business, including décor, signs, and equipment, to reflect the then-current image of Franchisor; or

(f) fails to sign a renewal franchise agreement as set forth in Section 3.04 below.

3.04. Renewal Agreement. Franchisee must execute a renewal franchise agreement and all other legal agreements in Franchisor's then-current form for new franchisees. These agreements may vary in material aspects from this Agreement, including, but not limited to, additional fees and a higher Royalty Fee. Upon signing the renewal Franchise Agreement, Franchisee, and each owner of Franchisee, must also execute a general release of Franchisor and its affiliates, owners, employees, and agents, in the form required by Franchisor. Upon signing a renewal franchise agreement, Franchisee will not be required to pay another Initial Franchise Fee but will be required to pay the renewal fee of \$~~5~~10,000 at least 30 days before renewal.

#### 4. LOCATION AND TERRITORY

4.01. Location. Franchisee must operate the franchised Business only at the Premises approved by Franchisor (which, if known when this Agreement is executed, will be designated in Attachment I). Franchisee may not relocate the Premises without Franchisor's prior written approval.

4.02. Protected Territory. Subject to Section 4.03, during the term of this Agreement, Franchisor will not own, operate or license a third party to operate any other "brick and mortar" business under the "Any Lab Test Now" Mark from an address within the Protected Territory.

4.03. Reservation of Rights. Notwithstanding any rights granted to Franchisee, Franchisor reserves the right to:

(a) own or operate, or license others to own or operate Any Lab Test Now businesses at any location outside of Franchisee's Protected Territory, regardless of the proximity to the Premises;

(b) operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside or outside of Franchisee's Protected Territory;

(c) operate or license others to operate businesses under the Marks that are not similar to Any Lab Test Now businesses at any location, both inside or outside of Franchisee's Protected Territory;



(d) develop, merchandise, sell and license others to sell products and services bearing the Marks including the products and services offered at Any Lab Test Now businesses through alternative channels of distribution both inside or outside of Franchisee's Protected Territory (other than at the Premises), including, but not limited to, television, mail order, catalog sales, wholesale sale to unrelated businesses, or over the Internet. Franchisor exclusively reserves the Internet as a channel of distribution for Franchisor as described in Section 9.05, and Franchisee may not independently market on the Internet or conduct e-commerce or Pay-Per-Click advertising, other than as approved by Franchisor;

(e) conduct marketing activities, including implementing multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers in any location, including within the Protected Territory. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs including, but not limited to, the price in which Any Lab Test Now businesses will be paid for providing services to a national account; and

(f) purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as Any Lab Test Now businesses under the System or Marks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are within or outside Franchisee's Protected Territory.

(g) Franchisor is not required to pay Franchisee if Franchisor exercises any of the rights specified in this Section 4.03.

## 5. FEES AND ROYALTIES

5.01 Payment. Franchisee shall make all payments to Franchisor by the method with Franchisor specifies from time to time. Franchisee shall execute an Authorization for Electronic Withdrawal, in form of Attachment II. Payments by Franchisee are not refundable.

5.02 Initial Franchise Fee. Franchisee must pay an initial franchise fee ("Initial Franchise Fee") upon the signing of this Agreement as set forth in Attachment I.

5.03 Initial Training Fee. Franchisee must pay an initial training fee ("Initial Training Fee") in the amount of \$7,500 upon the signing of this Agreement. The Initial Training Fee covers the tuition for the initial training program described below in Section 8.01 for Franchisee (or, if Franchisee is an entity, Franchisee's principal owner contact), Franchisee's first full-time medical assistant (or phlebotomist) and Franchisee's manager (if Franchisee has hired a manager).

~~5.03~~ 5.04 Royalties. Franchisee must pay to Franchisor a monthly royalty in the amount of the greater of (i) \$500 or (ii) ~~8~~7% of Gross Revenues for such month ("Royalty Fee"). The Royalty Fee for any calendar month is due to Franchisor by the 15th of the month following such calendar month.

~~5.04~~ 5.05 Late Charges, Fees, and Costs of Collection. Franchisee must pay interest at the rate of 1.5% per month for any late payments due under this Agreement, or the maximum interest rate allowed by applicable law, whichever is less. Franchisor may charge a late fee in the amount of the greater of \$100 or 5% of the amount due. Franchisor may charge a fee for any payment returned for insufficient funds in the amount of the greater of \$100 or 5% of the amount due. Franchisee must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees that Franchisor incurs in connection with Franchisee's failure to make any required payments.

~~5.05~~5.06 Doctor Referral Fee. Most tests performed by Any Lab Test Now businesses must be referred by a physician. Franchisee may establish its own referral network, subject to Franchisor's approval, which may not be unreasonably withheld. Franchisor may also elect to provide the physician(s) for Franchisee, in which event Franchisee will be required to pay a reasonable doctor fee to the physician(s) as negotiated by Franchisor (currently \$2.00 per requisition or the negotiated flat fee rate). This fee will be payable quarterly on the 15th of the month following the previous calendar quarter and/or as described in the Manual and may change from time to time. If the franchise is owned by a physician, or has recruited its own physician, they can refer the test and forgo the doctor referral fee.

~~5.06~~5.07 Taxes and Debts. Franchisee must pay when due all taxes, debts, and expenses of the Business.

## **6. MARKS**

6.01 Authorized Marks. Franchisee shall use no Marks other than "Any Lab Test Now" or any other Marks that Franchisor may specify from time to time. Franchisee shall use all Marks specified by Franchisor, and only in such manner as Franchisor may require. Franchisee must use the Marks as the sole identification of the Business. Franchisee may not, during or after the term of this Agreement, engage, directly or indirectly, in any conduct that would infringe upon, harm or contest Franchisor's rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. As between Franchisor and Franchisee, Franchisor has a prior and superior claim to the Marks, and Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement.

6.02 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time of receiving written notification of any change, Franchisee must comply with the change, at Franchisee's expense.

6.03 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor. Franchisee must display at the Business signage prescribed by Franchisor identifying the Premises as an independently owned franchise. Franchisee shall post the Any Lab Test Now Franchise Opportunity signage at the Business, as specified by Franchisor.

6.04 Goodwill. All usage of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee's operation of the Business or other activities will inure to the exclusive benefit of Franchisor.

6.05 Infringement. If any person or entity improperly uses or infringes the Marks or challenges Franchisee's use or Franchisor's use or ownership of the Marks, Franchisor will control all litigation and other proceedings and Franchisor has the right to determine whether suit or other proceeding will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. Franchisee must promptly notify Franchisor of any such use or infringement of which Franchisee becomes aware or any challenge or claim arising out of Franchisee's use of any Mark. Franchisee must take reasonable steps, without compensation, to assist Franchisor with any action Franchisor undertakes. Franchisor will be responsible for its fees and expenses incurred in connection with any such action, unless the challenge or claim results from Franchisee's misuse of the Marks in violation of this Agreement, in which case Franchisee must pay Franchisor for its costs and expenses including its attorney's fees.

## 7. MANUAL AND CONFIDENTIAL INFORMATION

7.01 Confidential Information. The System, the Manual, and other Confidential Information are proprietary, involve Trade Secrets of Franchisor, and are disclosed to Franchisee solely on the express condition that Franchisee agrees, and Franchisee does hereby agree to: (a) adhere to all security procedures prescribed by Franchisor for maintaining the Confidential Information as confidential, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information.

7.02 Manual. Franchisor will loan to Franchisee during the term of this Agreement one copy of Franchisor's confidential operating Manual, which may be in print, on an access code-protected company intranet or extranet, or through other media. The Manual will at all times remain the property of Franchisor, and Franchisee must immediately return the Manual to Franchisor upon expiration, termination, or Transfer of this Agreement. Franchisor may periodically update and revise the Manual.

The Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect Franchisor's 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 Franchisee. The required standards generally will be set forth in the Manual or other written materials. The Manual 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. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the System and the Marks, Franchisor reserves the right to determine if Franchisee is meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

7.03 Nondisclosure and Noncompetition Agreements. Franchisee and its owners, shall execute Franchisor's standard Nondisclosure and Noncompetition Agreement before performing any work at the Business or otherwise having access to Franchisor's Confidential Information. The current version is attached to this Agreement as Attachment V. Franchisor also may require Franchisee to have key employees sign a standard nondisclosure agreement in a form that meets Franchisor's standards.

7.04 Innovations. Franchisee shall disclose to Franchisor all ideas, plans, improvements, concepts, methods and techniques relating to the development, marketing or operation of the Business ("Innovations") conceived or developed by Franchisee, its employees, independent contractors or other persons or entities acting on Franchisee's behalf. Franchisor will automatically own all such Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

## 8. FRANCHISOR'S DUTIES

In addition to Franchisor's duties described elsewhere in this Agreement:

8.01 Initial Training. Within 60 days of the scheduled opening of the Business, or any other time as may be mutually agreed upon, Franchisor will train Franchisee (or, if Franchisee is an entity, Franchisee's principal owner contact), Franchisee's first full-time medical assistant (or phlebotomist) and Franchisee's

manager (if Franchisee has hired a manager). Franchisor will provide the initial training program at its corporate headquarters, or at another location designated by Franchisor. Franchisee and its medical assistant (or phlebotomist) must attend and complete the initial training program to Franchisor's satisfaction. The training program lasts for approximately one week and consists of such training as Franchisor deems appropriate. In addition to payment of the Initial Training Fee, Franchisee is responsible for personal travel, accommodation, and other costs of its employees while attending training. Franchisee will be charged Franchisor's current training fee for any additional persons attending training.

8.02 Ongoing Training: Conferences. Franchisor may require Franchisee and/or any of its employees to attend and complete additional training programs, either as part of System-wide requirements or as remedial training specifically for Franchisee and/or any of its employees. Franchisor may charge a reasonable fee for such training programs. Franchisor may also require Franchisee to attend one or more regional or national System conventions and may impose a uniform conference fee on all Franchisees regionally or nationally to fund such conferences, regardless of attendance. Franchisee will be responsible for all travel and other expenses of attending training programs and conferences. Any training that Franchisor may provide to any of Franchisee's employees will be limited to training or guiding the employees regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the Any Lab Test Now System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to its employees. Franchisee is solely responsible for ensuring that its employees receive adequate training.

8.03 Opening and Continuing Assistance. Franchisor will provide ongoing assistance by telephone, email, or other form of communication to Franchisee during normal business hours, to the extent Franchisor deems appropriate. If Franchisee requires additional on-site assistance, Franchisee will be charged Franchisor's then-current additional assistance fee per day, plus travel and living expenses for Franchisor's representative.

8.04 Development of Programs. Franchisor may develop new designs, products and service methods, as Franchisor deems beneficial to the System. Franchisor will offer such new designs, products, and service methods to Franchisee on terms reasonably determined by Franchisor.

8.05 Purchasing. Franchisor reserves the right to implement a centralized purchasing system for franchisees and negotiate prices and terms with suppliers and to receive rebates from such purchases by franchisees. Franchisor may negotiate marketing programs with suppliers and obtain advertising allowances or rebates for doing so. Franchisor may utilize rebated funds in any manner it chooses in Franchisor's sole discretion.

## **9. SOLICITATION AND ADVERTISING**

9.01 Limit on Solicitation. Franchisee shall not market or advertise the services of the Business towards customers who reside outside of the Protected Territory, except to the extent such marketing or advertising is incidental to marketing and advertising targeted within the Protected Territory.

### **9.02 Required Spending.**

(a) Each month, Franchisee must spend on marketing, promotion and advertising (the "Mandatory Financial Commitment") at least \$2,000 per month if the Business is a Stand-Alone Business or at least \$750 per month if the Business is a Micro Market Business. Upon Franchisor's request, Franchisee shall furnish such proof of its compliance with this Section as Franchisor may

require. Franchisor has right to determine what constitutes advertising, marketing or promotion for purposes of the Mandatory Financial Commitment.

(b) Franchisee shall contract with third-party vendors Franchisor designates (or, if Franchisor contracts with a vendor on behalf of the System, Franchisee shall pay Franchisor for its portion thereof) for the purpose of “pay-per-click” and other forms of internet-based promotion. Stand-Alone Businesses must spend a minimum of \$1,500 per month on Pay-Per-Click advertising, and Micro Market Businesses must spend at least \$750 per month on Pay-Per-Click. Franchisor has the right to specify a different amount. The amount spent by Franchisee on such promotion will be counted towards the Mandatory Financial Commitment described above.

9.03 Grand Opening Marketing Expenditure. Franchisee must spend at least \$3,000 on advertising and marketing in Franchisee’s Protected Territory prior to and during the first three months of operation of the Business in connection with a grand opening marketing campaign. Franchisee’s grand opening marketing campaign is subject to Franchisor’s approval. Any amounts spent on the Mandatory Financial Commitment or pay-per-click promotions during the first three months of operation will not be counted toward the minimum Grand Opening Marketing Expenditure.

9.04 Advertising and Marketing Materials. Franchisor will provide Franchisee with access to advertising and marketing materials which may include, but are not limited to, video and audiotapes, multimedia, print-ready materials, posters, banners, and displays. Franchisee must purchase any advertising and marketing materials specified by Franchisor. Franchisee must obtain Franchisor’s prior written approval for any use of any marketing or advertising item not specified by Franchisor. Franchisee may develop marketing material for Franchisee’s own use, at Franchisee’s own cost. If Franchisee chooses to use its own marketing materials for the Business, then prior to Franchisee’s use of the material, Franchisee must submit the proposed material for pre-approval by a member of the Franchise Success team to ensure they are brand compliant. Franchisor will approve or deny Franchisee’s request, in writing, within 30 days following submittal. Franchisor reserves the right to utilize marketing material developed by Franchisee for the use of all franchisees without any payment or other compensation to Franchisee.

9.05 Internet Marketing. Franchisor has the exclusive right to conduct and manage all marketing and advertising on the internet or other electronic medium, including any “social media” marketing. Franchisee shall not conduct such marketing and advertising or establish any social media presence independently, except as Franchisor may specify, and only with Franchisor’s prior written consent in Franchisor’s sole discretion. Franchisee may provide Franchisor with content for Franchisor’s Internet marketing, and Franchisee must sign the Internet and intranet usage agreements when developed by Franchisor. Franchisor retains the right to approve any linking to or other use of Franchisor’s website. Franchisee must follow all blogging and social media policy as outlined in the Manual. Franchisor will maintain an internet presence for Any Lab Test Now businesses, which will include information regarding the Business.

9.06 Advertising Cooperative / Multi-Area Marketing. Franchisee may be required to participate in Advertising Cooperatives and/or Multi-Area Marketing within a specified area. Franchisor may require a contribution up to 3% of Monthly Gross Revenue to these programs. Any contributions made to the Advertising Cooperative / Multi Area Marketing fee will be in addition to any contributions due to the National Marketing Fund, once implemented. In addition, Franchisor may operate (or approve other parties to operate) marketing programs which target customers and potential customers on a local, regional, and/or national level, including internet and email marketing, telemarketing, radio, television, and any other marketing which may include Franchisee’s Protected Territory, provided, however, that Franchisee will have the first right to provide services which are mandatory elements of the System to any customers within its Protected Territory (if applicable). Franchisor may require Franchisee to pay a referral fee and/or

participate in a revenue sharing arrangement for any customers generated by multi-area marketing. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

9.07 National Marketing Fund. Franchisor ~~may establish~~ has established a National Marketing Fund ~~to that may~~ promote the System on a regional, national, and/or international level. Franchisor ~~may require~~ requires Franchisee to pay a contribution to the National Marketing Fund up to 3% of Franchisee's Gross Revenue at the same time and in the same manner as the Royalty Fee. Franchisor will hold the National Marketing Fund contributions from all franchisees in a bank account separate from Franchisor's other accounts. Franchisor will use the National Marketing Fund for advertising, marketing and promotional programs (including at local, regional, national, and/or international level), development and maintenance of any Internet or e-commerce programs, market research, public relations, media or agency costs, franchise trade shows and other events, and for administrative and overhead expenses incurred in administering the National Marketing Fund (including the compensation of Franchisor's employees working with the National Marketing Fund and for accounting, bookkeeping, reporting, legal and other expenses related to the National Marketing Fund). Franchisor may also use the funds to offset or partially rebate the franchisee local media and printing expenses. Franchisee acknowledges and agrees that expenditures from the National Marketing Fund may or may not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The National Marketing Fund will be spent at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the National Marketing Fund. Franchisor may accumulate these funds, and the balance may be carried over to subsequent years. If the National Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor reserves the right to loan such funds to the National Marketing Fund on any terms Franchisor determines. Franchisor will prepare an unaudited annual financial statement of the National Marketing Fund within 120 days of the close of Franchisor's fiscal year and will make such financial statement available to Franchisee upon request.

9.08 Franchise Advisory Council: Franchisor periodically meets with a council of franchisees formed by Franchisor ("Franchisee Advisory Council") to provide input to Franchisor. Members of the Franchisee Advisory Council will be selected by Franchisor from existing franchisees. Franchisor will give due consideration to all input from the council(s), but Franchisor retains the ultimate decision-making authority and responsibility for all of these matters.

## **10. CONSTRUCTION AND MAINTENANCE**

10.01 Site Selection and Assistance. Franchisee is solely responsible for locating and acquiring a site for the Business. Franchisor will advise Franchisee about selecting and analyzing a site for the Business. Franchisee's site for the Business is subject to Franchisor's approval. Franchisor's approval, advice or assistance in no way constitutes a representation or warranty with respect to the property, the viability of its location or the lease. Franchisee must complete Franchisor's form of site description, and deliver to Franchisor any traffic, competition, and demographic and similar site information relating to the proposed site that Franchisor reasonably requests.

10.02 Lease Riders. If Franchisee leases the Premises, the lease must contain the following provisions:

- (a) on termination of this Agreement for any reason, Franchisor or its designee will have the option for 30 days to assume Franchisee's remaining lease obligations without accruing any liability regarding the lease prior to the effective date of any assignment, together with the right to further assign the lease to another franchisee; or Franchisor will have the right to execute a new lease for the remaining term on the same terms and conditions;



(b) all notices of default to Franchisee under the lease must be sent contemporaneously to Franchisor; and

(c) in the event Franchisee defaults under the lease, Franchisor will have an opportunity, but not the obligation, to cure such default and obtain an assignment of the lease for its benefit, or the benefit of another franchisee.

10.03 Design and Construction. Franchisee must construct or convert a building and equip the site, at Franchisee's expense, in a good and workmanlike manner as specified by Franchisor. Franchisor will provide Franchisee with standard sample floor layouts and architectural plans. All interior designs, construction, build out or conversion work must be completed by a contractor approved by Franchisor, and in accordance with the standards and specifications of Franchisor, and must conform to all applicable zoning and other requirements of local authorities. Franchisee must submit plans for Franchisor's approval before beginning construction. Franchisor will approve or disapprove the plans within 30 days of submission. Franchisor's approval of the plans in no way constitutes a representation of warranty with respect to the adequacy of the construction or compliance with any applicable laws.

10.04 Opening. Prior to opening, Franchisor, to the extent it deems appropriate, will advise Franchisee regarding equipment, signs, fixtures, opening inventory, supplies, and the recruitment of a licensed medical provider to oversee the medical needs of the Business. If the Business is a Stand-Alone Business, then Franchisee must open the Business to the public within 270 days from the date of this Agreement. If the Business is a Micro Market Business, then Franchisee must open the Business to the public within 180 days from the date of this Agreement. Franchisee shall not open and begin operating its Business until Franchisee has satisfied all of Franchisor's opening requirements (including completion of training, obtaining insurance, obtaining all business permits and complying with applicable laws) specified in the Manual or otherwise, and obtaining Franchisor's approval, which shall not be unreasonably withheld. Failure to open the Franchise location within the specified time frame, may result in termination of the Franchise Agreement, and Franchisor will retain all monies collected.

10.05 Maintenance and Remodel. Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Franchise's physical facilities, including the layout of furnishings and fixtures. Franchisee must maintain the Business and any parking areas in good and safe condition. Franchisee must remodel or upgrade the Business from time to time at its own cost in accordance with Franchisor's reasonable standards and requirements.

## **11. RECORDS AND REPORTS**

11.01 Bookkeeping System. Franchisee shall use such administrative, bookkeeping, accounting, and inventory control procedures and systems as Franchisor may specify from time to time.

### **11.02 Reports.**

(a) Franchisee shall report or confirm Gross Revenues for each month by the 5th of the following month in the manner specified by Franchisor. If Franchisee fails to report Gross Revenues by such date, Franchisor may estimate such Gross Receipts and use such estimate as a basis for calculating and collecting payment of the prior month's Royalty Fee, until the correct amount is known to Franchisor.

(b) Franchisee shall provide to Franchisor current and accurate monthly, quarterly, and year-to-date financial information in the manner specified by Franchisor in the Manual or otherwise

in writing. Franchisee shall prepare all financial statements in accordance with generally accepted accounting principles.

(c) If requested by Franchisor, Franchisee shall provide Franchisor with copies of any sales tax returns and reports with respect to the Business. Franchisee will notify Franchisor promptly of all adjustments or corrections to such returns or reports, and of the existence and disposition of any audits or disputes in connection with such returns or reports.

(d) Franchisee shall submit to Franchisor such other financial statements, reports, records, customer information, vendor information, copies of contracts and agreements, reports and documents related to any litigation, and other documents and information related to the Business as specified in the Manual or that Franchisor may reasonably request, and in such format as Franchisor may require.

**11.03 Business Records of Franchisee.** Franchisee shall keep accurate books and records reflecting all activities, expenditures and receipts of the Business, with supporting documents (including, but not limited to, customer records, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for a period of not less than three years. Franchisor may specify additional record-keeping requirements in the Manual.

**11.04 Access.** Subject to patient privacy laws, such as those protected under laws such as HIPPA, Franchisee acknowledges and agrees that Franchisor, at all times during and after the termination or expiration of this Agreement, has the right to access the Business Records of the Franchisee's business, and may utilize, transfer, copy or analyze such Business Records as Franchisor determines to be in the best interest of the System.

**11.05 Audits.** Franchisor shall have the right, at any time, to have an independent audit made of the books of Franchisee at Franchisor's expense. Franchisee must maintain all books, records, and tax returns of Franchisee and supporting documents at all times and provide copies of requested documentation within 15 days of Franchisor's request. Franchisee will fully cooperate with Franchisor's designated agents hired to conduct any examination or audit. If any requested documentation is not provided when requested, Franchisee will be considered in default of this Agreement and Franchisee will be required to reimburse Franchisor all fees and expenses incurred as the result of this default. If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the maximum rate permitted by law or 18% per annum, whichever is less. If an inspection discloses an understatement in any report of 2% or more, such understatement shall constitute a default under this Agreement and Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). If requested by Franchisor, Franchisor or its designated agents may also examine, audit and copy, at its expense, the tax returns of each individual Franchisee or of the equity owners of any entity franchisee. The foregoing remedies shall be in addition to any other remedies which Franchisor may have.

## **12. FRANCHISEE'S DUTIES**

**12.01 Compliance with Law.** Franchisee and its Business shall comply with all applicable laws and regulations, including, without limitation, all laws and regulations related to the practice of medicine or therapy (or prohibition thereof), payment and billing, and privacy. FRANCHISEE IS SOLELY RESPONSIBLE FOR ENSURING THAT FRANCHISEE; ALL MEDICAL PROFESSIONALS WHOM FRANCHISEE EMPLOYS OR CONTRACTS WITH; ALL RELATIONSHIPS BETWEEN



FRANCHISEE AND ANY MEDICAL PROFESSIONALS, PHYSICIAN PRACTICES, OR OTHER ENTITIES; AND ALL SERVICES PERFORMED AT OR THROUGH THE BUSINESS COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS AT ALL TIMES.

12.02 System Compliance. Franchisee must comply with the System, the Manual, and all systems, procedures and forms, as in effect from time to time. Franchisor may require Franchisee to add additional concepts to the Business in the future, which shall be included in Franchisee's Gross Revenues.

12.03 Personal Participation. Franchisee or a fully trained and qualified manager approved by Franchisor must participate personally and full-time in the Business.

12.04 Right of Entry and Inspection. Franchisee must permit Franchisor or its authorized agent or representative to enter the Premises during normal business hours and to reasonably inspect the operations of the Business. Without any liability to Franchisee, Franchisor may remove any materials which Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Franchisee and its customers/clients rendering services, to confer with Franchisee's employees and customers/clients and to generally review the Business operations for compliance with the standards and procedures set forth in the Manual. Any evaluation or inspection Franchisor or an authorized agent or representative conducts is not intended to exercise control over Franchisee's day-to-day operation of its Business or to assume any responsibility for Franchisee's obligations under this Agreement.

12.05 Restriction on Services and Products; Approval Process.

(a) Franchisee shall offer for sale only products and services authorized by Franchisor as being a part of the System from time to time. Franchisee shall offer all products and services which Franchisor designates as mandatory under the System.

(b) If Franchisee desires to offer any services or products that are not authorized by Franchisor, Franchisee must first request approval in writing from Franchisor. Franchisor may, in its sole discretion withhold approval. Franchisor may require submission of product samples and may require testing by third parties at Franchisee's expense.

12.06 Suppliers.

(a) Right to Set Standards and Designate Approve Suppliers. If Franchisor has specified a standard and/or designated or approved a supplier or suppliers for any products, prescription medications, inventory items, supplies, equipment, and services for the Business, the Franchisee shall purchase the same only if they meet such standard and/or from an approval supplier, as applicable. Franchisor may, at any time, withdraw its designation or approval of any supplier, and Franchisee shall thereafter cease purchasing from such supplier. Franchisor may designate itself or any affiliate as an approved or sole supplier.

(b) Supplies and Supplier Approval. If Franchisee proposes to purchase any product, inventory items, supplies, equipment, or services for the Business which are not previously approved by Franchisor as meeting its specifications or are from unapproved suppliers, Franchisee shall first request approval in writing from Franchisor. Franchisor may, in its sole discretion withhold approval. Franchisor may require submission of design specifications and samples and may require testing by third parties at Franchisee's expense. Franchisor will advise Franchisee, in writing, within a reasonable time whether such supplies or supplier meets Franchisor's specifications. Failure to provide its written consent shall be deemed a denial of such supplies or

supplier. Suppliers must at all times meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Business.

(c) Limitations on Supply Obligations. Nothing in this Agreement shall be construed to be a promise or guarantee by Franchisor as to the continued existence of a particular product or service, nor shall any provision herein imply or establish an obligation on the part of Franchisor to sell prescription medications and supplies to Franchisee.

(d) Central Purchasing. Franchisor reserves the right to implement a centralized purchasing system for franchisees and negotiate prices and terms with suppliers and to receive rebates from such purchases by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses.

12.07 Specific Required Suppliers and Systems. Without limiting Franchisor's general right regarding standards and suppliers in Section 12.06, Franchisee acknowledges and agrees that certain approved products and supplies may only be available from one approved supplier source, and Franchisor or its affiliates may be that source. Franchisee will pay the then-current price in effect for any approved products and supplies Franchisee purchases from Franchisor or its affiliates. In addition, Franchisor requires:

(a) Lab Services. For lab testing (of blood samples and otherwise), Franchisee must only use the lab testing company or companies designated by Franchisor. Franchisor may change the designated lab testing company or companies at any time.

(b) Background Check Systems. For background checks on potential employees, Franchisee must use only the provider designated by Franchisor. Franchisor may change the designated background check provider at any time.

(c) Bookkeeping and Accounting. Franchisee must use the system approved by Franchisor for bookkeeping and accounting for the Business. Franchisee must keep track of all revenue via the system approved by Franchisor. Franchisor may change the designated systems at any time. Franchisee must authorize access to automated reporting tools.

12.08 Insurance. Franchisee must maintain insurance policies in types and amounts as specified by Franchisor periodically in the Manual. Insurance coverage must include Medical Professional Liability, General Liability (including Products & Completed Operations Liability, Premises Liability, Personal and Advertising Injury), Data Breach Liability, Non-Owned Automobile Liability, Workers' Compensation and Employer's Liability medical malpractice, general liability, combined single limit, bodily injury and property damage insurance for premises operations, Umbrella Liability, and Property Insurance. The insurance company must be rated "A" by A.M. Best's guide. "Any Test Franchising, Inc." ~~Inc.~~ LLC" (or any successor) must be listed as an Additional Insured on the Medical Professional Liability, Data Breach Liability and General Liability policies. Certificates of Insurance evidencing such coverage must be provided to Franchisor upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor. The policies must also stipulate that Franchisor shall receive a 30 day prior written notice of cancellation. In the event Franchisee fails to obtain or provide proof the required insurance and keep the same in full force and effect, Franchisor may (but is not required to) obtain such insurance on Franchisee's behalf, and Franchisee shall immediately reimburse Franchisor.

12.09 Customer Service. Franchisee shall (i) give prompt, courteous and efficient service to the public, and (ii) otherwise operate the Business in compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee shall establish and maintain an image and reputation for the Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep the Business clean and in good order and repair at all times. If Franchisee utilizes Franchisor's call center to handle calls directed to the Business, then Franchisee must pay Franchisor's then-current fees for the use of the call center as set forth in the Manual.

12.10 Training. Franchisee (or, if Franchisee is an entity, Franchisee's principal owner contact), Franchisee's first full-time medical assistant (or phlebotomist) and Franchisee's manager must complete Franchisor's initial training program described in Section 8.01, and ongoing training described in Section 8.02. Franchisee shall train its employees according to standards and procedures established by Franchisor. Any training provided by Franchisor to any of Franchisee's employees will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to Franchisee's workers. Franchisee is solely responsible for ensuring that its employees receive adequate training.

12.11 Correction of Defects. Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Business, Franchisee shall correct any such items as promptly as possible, and in any event within 30 days. The foregoing shall not be deemed to limit Franchisor's rights under Section 13.02.

12.12 Indemnification. Franchisee agrees to indemnify, defend and hold harmless Franchisor, its parent entities, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees against all claims and liabilities directly or indirectly arising out of the operation of the Business or arising out of the use of the Marks and System in any manner not in accordance with this Agreement (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of Franchisor or its affiliates). For purposes of this indemnification, "claims and liabilities" include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

It is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint employer with Franchisee for any reason; however, if Franchisor incurs any cost, liability, loss or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Franchisor for any such cost, liability, loss and damage.

12.13 Computer Systems. Franchisee must purchase a computer system (including all future updates, supplements and modifications) that meets Franchisee's standards and requirements (the "Computer System"). The Computer System will be used to develop a database of customers and prospective customers and other related Customer Information schedule appointments, maintain communications over the Internet, and produce Franchisee's accounting records. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer.

Franchisor owns all Customer Information and may use the Customer Information as Franchisor deems appropriate (subject to applicable law), including sharing it with Franchisor's affiliates for cross-marketing or other purposes. Franchisee may only use Customer Information to the extent necessary to perform Franchisee's obligations under this Agreement during the term hereof and subject to such restrictions as Franchisor may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, Franchisee agrees to comply with applicable law in connection with Franchisee's collection, storage and Franchisee's use and Franchisor's use of such Customer Information, including, if required under applicable law, obtaining consents from Customers to Franchisor and Franchisor's affiliates' use of the Customer Information. Franchisee must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements Franchisor may periodically establish. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Business or the business operated at the Business. Franchisee must fully cooperate with Franchisor and its counsel in determining the most effective way to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee is responsible for any financial losses Franchisee or Franchisor incurs or remedial actions that Franchisee or Franchisor must take as a result of breach of security or unauthorized access to Customer Information in Franchisee's control or possession.

Franchisee may be required to license software from Franchisor, its affiliate, or a third party and Franchisee also may be required to sign software license agreements and pay an additional software licensing or user fee(s) in connection with Franchisee's use of the software. All right, title and interest in and to the software will remain with the licensor of the software. Franchisee will be liable for all damages (under this Agreement, any other software license agreement Franchisee executes and under applicable law) and problems caused by Franchisee's use of any software on the Computer System. Franchisee acknowledges and agrees that Franchisor will have full and complete access to the information and data entered into and produced by the Computer System and Franchisor can use the same in any way Franchisor deems appropriate. Franchisee must have Internet access with a form of high speed connection as Franchisor may require and Franchisee must maintain a dedicated email account for the Business, separate from any personal or other email account. Franchisee must purchase any upgrades, enhancements and/or replacements to the Computer System and/or related hardware and software as Franchisor may from time to time require. It is Franchisee's responsibility to make sure that Franchisee is in compliance with all laws that are applicable to the Computer System or other technology used in the operation of the Business, including all data protection and security laws as well as payment card industry (PCI) compliance.

12.14 Computer Problems, Viruses, and Attacks. Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

### 13. DEFAULT, TERMINATION AND EXPIRATION

#### 13.01 Termination by Franchisor.

(a) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (b) and fails to cure such breach to Franchisor's satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

(b) Without Cure Period. Franchisor may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts which induced Franchisor to enter into this Agreement;

(ii) Franchisee fails to complete the required initial training or open for business by the deadline provided in this Agreement;

(iii) A permanent or temporary receiver or trustee for the Franchise or all or substantially all of Franchisee's property is appointed by any court, or any such appointment is consented to or not opposed through legal action by Franchisee, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made on the license, or an attachment or lien remains on the Franchise for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee and Franchisor is advised in writing, or a petition in bankruptcy is filed by Franchisee or a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee loses possession or the right of possession to the premises of the Business, for any reason;

(v) Franchisee violates Section 7.01 (confidentiality), Section 12.01 (compliance with laws), Section 14.02 (transfer), or Section 15.01(non-compete), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee is a business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate the entity without Franchisor's prior written consent.

(vii) Franchisee voluntarily abandons or ceases operation of the Business for more than five consecutive days; or

(viii) Franchisee or any owner of greater than 5% of the Franchisee entity is charged or convicted or has been charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the Any Lab Test Now System, Marks, goodwill or reputation.

13.02 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those

pertaining to Franchisor's access to Franchisee's Business Records stated in paragraph 11.04, as well as provisions relating to non-competition, confidentiality, and indemnity, will remain in effect, and Franchisee must immediately:

- (a) cease doing business under any of the Marks and refrain from, directly or indirectly, at any time or in any manner identifying itself or any business as a current, past or authorized Any Lab Test Now franchisee;
- (b) pay all amounts owed to Franchisor based on the operation of the Franchise through the effective date of termination;
- (c) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items;
- (d) notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of the Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing;
- (e) allow Franchisor or representatives access to the Business and the computer systems to verify and secure Franchisee's compliance with the obligations under this Agreement.

**13.03 Management of Business After Termination.** If Franchisor terminates this Agreement, then Franchisor has the right, but not the obligation, to take over the operations of the Business with sole control, for as long as appropriate to prevent interruption of the Business and loss of goodwill until the Business is purchased by Franchisor or its designee (or until Franchisor, in its sole discretion, determines not to purchase the Business). Such takeover will not waive any other rights or remedies Franchisor may have. Franchisee will cooperate with and not interfere with Franchisor's taking over the Business in any way; however, if Franchisee does not cooperate, Franchisee will be liable to Franchisor for all costs it or its agent or representative incurs in taking over control of the Business.

**13.04 Failure to Cease or Remove Identification.** If, within 15 days after termination or expiration of this Agreement, Franchisee fails to remove all displays of the Marks from the Business, Franchisor may enter the Business to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

**13.05 Other Claims.** Termination of this Agreement will not affect, modify or discharge any claims, rights, causes of action or remedies (including claims for Franchisor's lost future income), which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination.

**13.06 Franchisor's Right To Cure.** If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor for its costs and expenses (including the allocation of any internal costs), as well as reasonable attorneys' fees, for such action.



13.07 Right to Discontinue Supplying Items upon Default. If Franchisee defaults under this Agreement, Franchisor will have the right to (A) require that Franchisee pay cash on delivery or by certified funds for products or services supplied by Franchisor, or (B) stop selling and/or providing any products and services until Franchisee cures all defaults. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such right of Franchisor is in addition to, and not in lieu of, any other right or remedy available to Franchisor at law or under this Agreement.

13.08 Purchase Option. Upon expiration or termination of this Agreement, Franchisor has the right (but not the obligation) to purchase any or all of the furnishings, equipment, signs, fixtures, supplies, materials, Business Records, and other assets related to the operation of the Business, at Franchisee's cost or fair market value, whichever is less, and/or to require Franchisee to assign its lease or sublease to Franchisor. To exercise this option, Franchisor must notify Franchisee thereof within 45 days after expiration or termination of this Agreement. If the parties cannot agree on fair market value within a reasonable time, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties shall equally share the cost of the appraisal. Franchisor's purchase shall be of assets only and shall not include any liabilities arising before the date of acquisition. If Franchisor elects to exercise its option, Franchisor may set off from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; (c) amounts paid by Franchisor to cure defaults under Franchisee's lease or sublease; and (d) any reasonable attorneys' fees incurred in connection with the foregoing. Franchisor may assign this option to any other party, without Franchisee's consent.

#### 14. TRANSFER.

14.01 Transfer by Franchisor. Franchisor has the right to assign or encumber this Agreement or consummate any other Transfer.

14.02 Transfer by Franchisee. Franchisees shall not assign this Agreement or consummate any other Transfer except in accordance with Section 14.03, Section 14.04, or Section 14.05 and any attempt to do so shall be void and a breach of this Agreement.

14.03 Transfer by Franchisee Subject to Franchisor's Approval. Franchisee may consummate a Transfer if Franchisor consents in writing, which consent shall not be unreasonably withheld, and if the following conditions are met:

(a) Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at the time Franchisee requests permission to assign this Agreement or at the time of the assignment;

(b) Franchisee has settled all outstanding accounts with Franchisor;

(c) Franchisee, and each owner of Franchisee, has executed a general release of Franchisor and its affiliates, owners, employees, and agents, in the form required by Franchisor;

(d) Franchisor receives a transfer fee (the "Transfer Fee") in the amount of (i) ~~\$5~~10,000, unless the transferee is an existing Any Lab Test Now franchisee, in which case the Transfer Fee will be \$2,500-~~00~~; or the transferee is an entity in which Franchisee's owners are the majority owners, or if Franchisee transfers the Business to an adult child, parent, sibling, or spouse of an owner of Franchisee, in which case the Transfer fee will be \$0, plus (ii) any commission or

other amount owed to a broker or other representative that is involved in a franchise sale as part of the Transfer;

(e) the owners of the proposed transferee entity each execute a personal guarantee, jointly and severally, guaranteeing the performance of the proposed transferee's obligations;

(f) the proposed transferee is not a competitor of Any Lab Test Now; and

(g) the proposed transferee demonstrates to Franchisor's satisfaction that it, in all respects, meets Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the franchised Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as it may reasonably require.

14.04 Transfer to an Entity. Franchisee may Transfer this Agreement to an entity in which Franchisee owns all of the equity, provided: (a) Franchisee remains on the Agreement as a party and the entity is added as a co-party; (b) Franchisee, or Franchisee's operational partner or Manager approved by Franchisor, continues to devote full time and best efforts to manage the daily operations of the Business; (c) the entity's activities are confined exclusively to operating the franchised Business; and (d) the entity assumes joint and several liability with Franchisee.

14.05 Death of Franchisee. Upon the death of an individual Franchisee, the rights granted by this Agreement may pass (without payment of any Transfer Fee) to the next of kin or legatees, provided that Franchisee's legal representatives will within 120 days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor will not unreasonably withhold permission so long as the proposed transferees meet each of the then-current requirements of franchisees and execute a personal guarantee, jointly and severally, guaranteeing the performance of their obligations.

14.06 Right of First Refusal. Franchisee grants Franchisor the right to purchase the Business on the same terms and conditions specified in a bona fide written offer from a qualified third party. Within seven days after receipt of the bona fide offer acceptable to Franchisee to transfer all or part of the Business, Franchisee must forward a signed copy of the written offer to Franchisor. Franchisor will then have access to all Franchisee's Business Records in order to evaluate the offer and may purchase the Business upon the same terms and conditions, by giving notice to Franchisee within 30 days, with 60 additional days to close the transaction.

14.07 Election of Right / Set Offs. If Franchisor elects to exercise any option to purchase under this Agreement, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any.

14.08 Rights after Refusal. If Franchisor does not exercise its right to purchase within the required time frame, Franchisee may transfer the Business to the third party, but not at a lower price or on more favorable terms than disclosed to Franchisor in writing. Such transfer remains subject to Franchisor's prior written approval and other conditions specified in this Agreement. If Franchisee does not transfer the franchised Business to the transferee on the same terms offered to Franchisor, then Franchisee must again extend the right of first refusal to Franchisor in the manner described above, before another desired transfer.



## 15. COVENANTS

### 15.01 Covenants Not to Compete.

(a) During the term of this Agreement and for two years after termination, transfer, or expiration of this Agreement for any reason, Franchisee (including all persons who directly or indirectly hold any ownership interest in Franchisee) agrees to not for itself, individually, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a “Competitive Business.” “Competitive Business” as used in this Agreement means any business (other than an Any Lab Test Now business operated under a franchise agreement with Franchisor) providing direct to consumer laboratory services via a retail storefront, online or through any multi-area marketing channels used by Franchisor, or selling laboratory services or setting up referral partners for toxicology, clinical or DNA testing. This covenant not to compete applies: (i) during the term of this Agreement: anywhere in the United States; (ii) for a two year period following after the expiration or earlier termination of this Agreement: (a) within Franchisee’s Protected Territory; (b) within 25 miles from the boundary of Franchisee’s Protected Territory; and (c) within a 25 mile radius from the premises of any Any Lab Test Now business then in operation.

(b) For purposes of the covenant not to compete, Franchisee includes, collectively and individually, all owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in Franchisee and any immediate family members of same including spouses and children. Franchisor may require Franchisee to obtain from its manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to Franchisor that contains the non-compete provisions of this Section 15.01.

(c) This covenant not to compete is given in part in consideration for training and access to Franchisor’s Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Franchisee an unfair advantage over Franchisor and Franchisor’s franchisees. This covenant not to compete is strictly limited in time and territorial effect, and Franchisee agrees that the terms of this covenant to compete are clear and reasonable as of the date this Agreement is signed. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement.

(d) The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of this Section and this Agreement. In the event the Arbitrator(s), or any court of competent jurisdiction, should determine not to enforce a covenant as written due to overbreadth, or for anyone reason, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.

(e) Franchisees agree that the length of time in subpart (a) will be tolled for any period during which Franchisee is in breach of the covenants or any other period during which Franchisor seeks to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

15.02 Stock Ownership. Nothing in this Section will prevent Franchisee or any other person or entity from owning not more than a total of five percent (5%) of the stock of any company which is subject to the reporting requirements of Sections 11 or Subsection 14(d) of the Securities and Exchange Act of 1934.

## 16. DISPUTE RESOLUTION

### 16.01 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim between Franchisor and Franchisee, whether or not arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Venue. The place of arbitration shall be in Fulton County, Georgia.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy), which includes without limitation any action for temporary, preliminary or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party's tangible or intangible property, including trademarks, service marks and other intellectual property, brought at any time, including prior to or during the pendency of any arbitration proceedings initiated hereunder.

(d) Confidentiality. All evidence, testimony, records, documents, findings, decision, judgments and awards pertaining to any arbitration hearing between Franchisor and Franchisee will be confidential in all respects. Franchisor and Franchisee will not disclose the decision or award of the arbitrator(s) and will not disclose any evidence, testimony, records, documents, findings, orders or other matters from the arbitration hearing to any person or entity except as required by law or as required for compliance with laws and regulations applicable to the future sales of franchises.

(e) Performance During Arbitration of Disputes. Franchisor and Franchisee will comply with all of the terms and conditions of this Agreement and will fully perform their respective obligations under this Agreement during the entire time of the arbitration process.

(f) Limit on Damages. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party waives any right to punitive or other damages not measured by the prevailing party's actual damages to the maximum extent permitted by law. The maximum aggregate liability of Franchisor and its affiliates, and their respective owners, officers, and employees, to Franchisee in any arbitration(s) or other legal actions related to this Agreement or the business relationship between the parties shall not exceed the amounts paid by Franchisee to Franchisor in connection with this Agreement.

16.02 Waiver of Class Actions. The parties agree that any claims will be arbitrated or otherwise resolved on an individual basis and waive any right to act on a class-wide basis.

16.03 Time Limitation. Except for payments owed by one party to the other, and unless prohibited by applicable law, any arbitration or other legal action 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 two years from the earlier of (i) date of discovery of the conduct or event and (ii) the date such conduct or event should have been discovered, that forms the basis of the arbitration or other legal action.

16.04 Venue Other Than Arbitration. If any legal proceeding is not required to be submitted to arbitration under this Agreement, each of the parties irrevocably and unconditionally (a) agrees that any such legal proceeding must be brought in the District Court of the United States, in the district where the principal place of business of the Franchisor is then located or, if this court lacks jurisdiction, the courts of record of the state and county where the principal place of business of the Franchisor is then located; (b) consents to the jurisdiction of each such court in any legal proceeding; and (c) waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

## **17. RELATIONSHIP OF THE PARTIES**

17.01 Independent Contractor. Franchisee is an independent contractor and is not an agent, partner, joint venturer, employee, or beneficiary of Franchisor, nor is Franchisor a fiduciary of Franchisee. Neither party will be bound or obligated by the other, except as set forth in this Agreement. Franchisee may not act as an agent in Franchisor's name or on behalf of Franchisor for any purpose whatsoever.

17.02 Operations and Identification. Franchisee must conspicuously identify itself in all dealings with the public as "independently owned and operated" separate from Franchisor. Franchisee's employees are employees of the Franchisee alone and are not, for any purpose, considered employees under the control of Franchisor. Franchisor and Franchisee must file separate tax, regulatory, and payroll reports for each party's own operations, and must indemnify the other for any liability arising from the other's reports.

## **18. MISCELLANEOUS**

18.01 Non-disparagement. Franchisee agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Franchisor, its employees, directors, and officers. Franchisee acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, and any third parties on the Internet. Franchisee understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that Franchisor would be irreparably harmed by violation of this provision. Franchisee understands and agrees that this non-disparagement provision shall survive termination or expiration of this Agreement.

18.02 Entire Agreement. This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in the franchise disclosure document.

18.03 Modification. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee. However, the Manual may be periodically modified by Franchisor and shall be fully enforceable against Franchisee.

18.04 Waiver. Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

18.05 Severability. If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

18.06 Conflict with Local Law. If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

18.07 Section Headings. Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

18.08 Legal Costs. If either party institutes a legal proceeding, including court proceeding and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

18.09 Obligations. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.10 Continuation of Agreement. The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity.

18.11 Notices. Unless otherwise specified in this Agreement, no notice, demand, request or other communication to the parties shall be binding upon the parties or effective hereunder unless the notice is in writing, refers specifically to this Agreement and is delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in Attachment I; and (B) if to Franchisor, addressed to 303 Perimeter Center North, Suite 575, Atlanta, Georgia 30346 (Facsimile: 866-489-1745) with a copy to Rich Simeone, Esq., 520 East Cooper Avenue, Suite 206, Aspen, Colorado 81611. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Such communications shall be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) transmitted by facsimile to the given number with confirmation of receipt; (3) mailed in the United States mail, with postage prepaid, by certified mail with return receipt requested; or (4) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice

of changes to the System, and deliver notices of default by electronic mail to the address set forth in Attachment I.

18.12 Joint and Several Liability. If two or more persons or entities or any combination sign this Agreement as “Franchisee”, each will have joint and several liability.

18.13 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.14 Set Off. Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

18.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

18.16 Franchisor’s Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute and the parties intend that Franchisor’s exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever Franchisor exercises “Reasonable Business Judgment” (as defined below) in making its decision or exercising its rights. Franchisor’s decisions or actions will be deemed to be the result of “Reasonable Business Judgment,” even if other reasonable or even arguably preferable alternatives are available, if Franchisor’s decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor’s financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

18.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission (including an electronic signature platform or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

## **19. REPRESENTATIONS AND ACKNOWLEDGEMENTS**

A. FRANCHISEE REPRESENTS TO FRANCHISOR THAT FRANCHISEE’S SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH FRANCHISEE, FRANCHISEE’S GUARANTORS OR ANY OF FRANCHISEE’S OR THEIR AFFILIATES ARE A PARTY.

B. UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE “ORDER”), FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, FRANCHISEE DOES NOT AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, FRANCHISEE IS NOT AFFILIATED

WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY.

C. FRANCHISEE IS NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY.

D. NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT AN AUTHORIZED OFFICER OF FRANCHISOR BY A WRITTEN DOCUMENT.

E. FRANCHISEE REPRESENTS TO FRANCHISOR THAT ALL INFORMATION SET FORTH IN ANY AND ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO FRANCHISOR ARE AND WILL BE TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR IS RELYING UPON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF SUCH INFORMATION IN BOTH AWARDING AND CONTINUING THE RIGHTS GRANTED TO FRANCHISEE BY THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~ LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ATTACHMENT I  
TO FRANCHISE AGREEMENT  
SUMMARY INFORMATION**

**1. Franchisee's Notice Address (Section 18.11)**

\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**2. Franchise Type (Section 2.01)**

\_\_\_\_\_ **Stand-Alone Business**

A. **Initial Franchise Fee (Section 5.02):** ~~\$40,000~~ \$54,500

B. **Protected Territory (Section 4.02):**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Micro Market Business**

A. **Initial Franchise Fee (Section 5.02):** ~~\$20,000~~ \$27,200

B. **Protected Territory (Section 4.02):**

\_\_\_\_\_  
\_\_\_\_\_

**3. Premises (Section 4.01).** Franchisee's Business will be located at: \_\_\_\_\_  
\_\_\_\_\_.

If the location of the Business is not known and approved by Franchisor when this Agreement is executed, Franchisor may later insert the approved location and Protected Territory in this Attachment.

**ATTACHMENT II  
TO FRANCHISE AGREEMENT**

**AUTHORIZATION AGREEMENT  
FOR PREAUTHORIZED PAYMENT SERVICE**

I (or We if there are joint owners of the account referenced later in this agreement) authorize and request Any Test Franchising, ~~Inc.~~ LLC (the "Company") to obtain payment for all amounts I (we) owe to the Company pursuant to the Franchise Agreement between the Company and me (us), as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, payment amount, and date on or immediately after which payment should be deducted from the account are identified below. In addition, I (we) authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments.

**Franchisee Information:**

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

Franchise No.: \_\_\_\_\_

Payment Date: \_\_\_\_\_

Payment Frequency: \_\_\_\_\_

Your Bank Account Information:

Please attach a voided check and we will complete this information for you.

Transit Routing Number: \_\_\_\_\_ Checking Account Number: \_\_\_\_\_

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

Bank Address: \_\_\_\_\_

Your Name(s): \_\_\_\_\_  
(please print)

Signature(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_



**ATTACHMENT III  
TO FRANCHISE AGREEMENT  
STATEMENT OF OWNERSHIP**

Franchisee: \_\_\_\_\_ Proposed Trade Name: \_\_\_\_\_

Form of Ownership (check one):

\_\_\_\_\_ *Individual.* Provide below, the full legal name, business and residence address of the individual owner.

\_\_\_\_\_ *Partnership.* Provide below, the name and address of each partner showing percentage owned, whether active in management, and a copy of the Partnership Agreement certified by the Secretary of State for the State in which the Partnership was formed.

\_\_\_\_\_ *Limited Liability Company.* Provide below, the name and address of each member and each manager showing percentage owned and a copy of the Operating Agreement certified by the Secretary of State for the State in which the LLC was formed.

\_\_\_\_\_ *Corporation.* Provide the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each and a copy of the Articles of Incorporation certified by the Secretary of State for the State in which the corporation was formed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the franchisee is a partnership, a limited liability company or a corporation, please indicate the name of the one individual who will serve as the principal owner contact that has final and ultimate authority to represent and/or make future decisions regarding the entity to the franchisor: \_\_\_\_\_.

I hereby certify that I am authorized to execute this Statement of Ownership on behalf of the franchisee

Date signed \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual, Partner, Member,  
Manager, Officer or Director.

***Any and all changes to the above information must be reported immediately upon occurrence to the Franchisor in writing.***

## ATTACHMENT IV TO FRANCHISE AGREEMENT

### GUARANTY

IN CONSIDERATION of and to induce the consent by Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company (“Franchisor”) to enter into the Franchise Agreement with \_\_\_\_\_ (“Franchisee”), and for other good and valuable consideration, each of the undersigned agrees as follows:

1.01. Payment Of Obligations. The undersigned jointly, severally, and unconditionally guarantee to Franchisor the punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries and affiliates, together with any interest as it may accrue, and all costs, expenses and attorney fees paid or incurred by Franchisor or its subsidiary or affiliate in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty. The undersigned jointly, severally and unconditionally guarantee the timely performance of each term, covenant, and obligation set forth in the Any Lab Test Now Franchise Agreement described above and any other agreement. This is a continuing Guaranty which shall apply to the Franchise Agreement and any other agreement between Franchisee and Franchisor, and any subsequent renewals, extensions, amendments or modifications thereof, without further notice to or acceptance by the undersigned.

2.01. Waivers. The undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor’s rights against the Franchisee until the Franchisee’s liabilities and obligations to Franchisor are paid and satisfied in full.

3.01. Rights Of Company. Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

a. change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

b. exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

c. settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

d. apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent

of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01. Irrevocable. This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non-revocable, except with the express written consent of Franchisor;

4.02. Joint And Several Liability. The undersigned, if more than one, shall be jointly and severally liable hereunder and the term “undersigned” shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

4.03. Noncompetition. The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

Executed by:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership Percentage of Franchisee: \_\_\_\_\_ %  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership Percentage of Franchisee: \_\_\_\_\_ %  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership Percentage of Franchisee: \_\_\_\_\_ %  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT V  
TO FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND COVENANT NOT TO COMPETE AGREEMENT**

*Instructions:*

*This “Confidentiality and Covenant Not to Compete Agreement” must be completed and signed by the spouse of the Franchisee and each Guarantor of the Franchisee, as well as an manager of Franchisee who will have supervisory responsibilities for the Business and access to the Franchisor’s Trade Secrets. This is an ongoing requirement that continues beyond the execution of the Franchise Agreement. The signed original(s) of this Agreement must be delivered to the Franchisor by the Franchisee no later than 10 days following execution of the Franchise Agreement or no later than 10 days following the commencement of the relationship with the Affiliate.*

This Agreement is made and entered into between \_\_\_\_\_ (“Franchisee”), and \_\_\_\_\_ (“Franchisee Affiliate”) and is intended to benefit both the Franchisee and Any Test Franchising, ~~Inc.~~ LLC (“Franchisor”).

*Recitals*

*Whereas*, Franchisor has granted to Franchisee the limited right to develop an Any Lab Test Now Business using the System, the Licensed Marks and the Trade Secrets, pursuant to a Franchise Agreement (“Franchise Agreement”), by and between Franchisor and Franchisee; and,

*Whereas*, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin (“Licensed Marks”), including, but not limited to, the Marks and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System’s high standards of quality, appearance and service and distinctive marketing, uniform standards, specifications and procedures for performing services, merchandising, management and financial control; operations; quality and uniformity of services offered; training and assistance; and advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System (“Trade Secrets”); and,

*Whereas*, the Licensed Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor’s competitors who could obtain economic value from knowledge and use of the Trade Secrets; and,

*Whereas*, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and,

*Whereas*, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and,

*Whereas*, Franchisee has agreed to obtain from those Franchisee Affiliates written agreements protecting the Trade Secrets and the System against unfair competition; and,

*Whereas*, Franchisee Affiliate desires or will become associated with or be employed by Franchisee; to remain in such employment, or is or will become involved with the Company in the capacity of an officer, partner, director, agent, employee, principal, or as a beneficial owner of the person or entity that has acquired the right to operate a Business of the Company ("Franchisee"), or as an immediate family member of the Franchisee and will become privileged as to certain Confidential Information; and,

*Whereas*, Franchisee Affiliate acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Franchisee Affiliate herein;

*Now Therefore*, in consideration of the mutual covenant and obligations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## **CONFIDENTIALITY AGREEMENT**

1. Franchisor and/or Franchisee may disclose to Franchisee Affiliate some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, manuals, drawings, marketing techniques, specifications, techniques and compilations of data that Franchisor provides to Franchisee and/or Franchisee Affiliate shall be deemed confidential Trade Secrets for the purposes of this Agreement.
2. Franchisee Affiliate shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of an Any Lab Test Now Business for so long as Franchisee is licensed by Franchisor to use the System.
3. Franchisee Affiliate shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.
4. Franchisee Affiliate shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of an Any Lab Test Now Business.
5. Franchisee Affiliate shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Franchisee Affiliate.
6. Franchisee Affiliate shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Licensed Marks, the Trade Secrets or the System.
7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

## **COVENANTS NOT TO COMPETE**

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Franchisee Affiliate of the Trade Secrets, Franchisee Affiliate further agrees and covenants that Franchisee Affiliate will not without the prior written consent of Franchisor:

- a. Have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, except with Franchisor's approval;
- b. Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business wherever operating except with Franchisor's approval;
- c. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Any Lab Test Now Business to any competitor; or
- d. Make any disparaging remarks, or otherwise take any action or do anything that could reasonably be anticipated to cause loss or damage to the business or business opportunities, affairs, reputation and goodwill of, or otherwise negatively reflect upon, Franchisor, the System or the Licensed Marks.

The term "Competitive Business" as used in this Agreement means any business (other than an Any Lab Test Now Business operated under a franchise agreement with Franchisor) providing direct to consumer laboratory services via a retail storefront online or through any multi-area marketing channels used by Franchisor, or selling laboratory services or setting up referral partners for toxicology, clinical or DNA testing.

2. This Covenant Not to Compete shall apply:

- a. during the term of Franchisee Affiliate's relationship, association with or employment by Franchisee anywhere within the United States; and,
- b. for the two year period following the expiration or termination of the Franchise Agreement or the termination of Franchisee Affiliate's association with or employment by Franchisee:
  - (1) within Franchisee's Protected Territory
  - (2) within 25 miles from the boundary of Franchisee's Protected Territory; and
  - (3) within a 25 mile radius from the premises of any other Any Lab Test Now business then in operation.

The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent or less of the number of shares of that class of securities issued and outstanding. Franchisee Affiliate, Franchisee, and its officers, directors, shareholders, managers, members and partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

## MISCELLANEOUS

1. Franchisee shall make all commercially reasonable efforts to ensure that Franchisee Affiliate acts as required by this Agreement.
2. Franchisee and Franchisee Affiliate agree that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in

the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and/or a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. Franchisee and Franchisee Affiliate agree that Franchisee's and/or Franchisee Affiliate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Franchisee and by Franchisee Affiliate.

3. Franchisee Affiliate agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.
4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Franchisee Affiliate shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Franchisee Affiliate.
5. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. FRANCHISEE AFFILIATE HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF FULTON COUNTY, GEORGIA OR THE U. S. DISTRICT COURT FOR THE DISTRICT OF GEORGIA. FRANCHISEE AFFILIATE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. FRANCHISEE AFFILIATE HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY GEORGIA OR FEDERAL LAW. FRANCHISEE AFFILIATE FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN FULTON COUNTY, GEORGIA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.
6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Franchisee Affiliate expressly agrees to be bound by any lesser covenant embraced within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.
8. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Franchisee Affiliate hereunder may not be assigned by Franchisee or Franchisee Affiliate without the prior written consent of Franchisor.
9. The waiver by Franchisor of any breach of any provision of this Agreement by Franchisee or Franchisee Affiliate shall not operate or be construed as a waiver of any subsequent breach thereof.
10. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.
11. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

Any Test Franchising, ~~Inc.~~ [LLC](#)

303 Perimeter Center North, Suite 575

Atlanta, Georgia, 30346

Attention: Clarissa Bradstock Email: cwbradstock@anylabtestnow.com

If directed to Franchisee, the notice shall be addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_ Email: \_\_\_\_\_

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving 15 days' written notice of such change to the other parties. A "business day" for the purpose of this Agreement excludes Saturday, Sunday and national holidays.



The effective date of Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

FRANCHISEE:

FRANCHISEE AFFILIATE:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Relationship of Franchisee Affiliate to the Franchisee: \_\_\_\_\_

**EXHIBIT C**  
**MULTI-UNIT DEVELOPMENT AGREEMENT**



ANY TEST FRANCHISING, ~~INC.~~ LLC

## MULTI-UNIT DEVELOPMENT AGREEMENT

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### ATTACHMENT I - FRANCHISE INFORMATION

## MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date, which is identified on the signature page of this Agreement, by and between by and between Any Test Franchising, ~~Ine,~~ LLC, a Georgia ~~Corporation~~ limited liability company, with its principal office at 303 Perimeter Center North, Suite 575, Atlanta, GA 30346 ("Franchisor") and \_\_\_\_\_, a \_\_\_\_\_ [residence of individual or state of organization and type of entity] with its principal office at \_\_\_\_\_ ("Franchisee").

### RECITALS:

Franchisor is engaged in the business of franchising Any Lab Test Now businesses under the Marks and Systems as more fully described in the Any Lab Test Now Franchise Agreement, the current form of which is signed contemporaneously with this MUD Agreement and which may be amended from time to time ("Franchise Agreement"); and

Franchisee is aware of the benefit derived from being identified with and franchised by Franchisor in order to use the Marks and System as more fully described in the Franchise Agreement; and

Franchisee has simultaneously executed a Franchise Agreement pertaining to the first Any Lab Test Now business, which Franchisee agrees to open or have opened within the time specified in the Franchise Agreement; and

Franchisee desires to obtain multi-unit development rights to establish and operate additional Any Lab Test Now businesses ("Subsequent Units") within specific geographical areas and according to a specific time schedule; and

NOW, THEREFORE, in consideration of the premises, the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed as follows:

### I. TERRITORIAL EXCLUSIVITY

#### A. MUD Areas.

(1) According to the terms and conditions in this Agreement, Franchisor grants to Franchisee and Franchisee accepts the right, during the term of this Agreement, to establish and operate franchise units of Any Lab Test Now businesses (each referred to as a "Unit" and collectively referred to as the "Units"), in the geographic areas described in Attachment A ("MUD Areas"). So long as Franchisee is not in default under this Agreement or any other agreement with Franchisor or Franchisor's Affiliates, neither Franchisor nor its Affiliates will operate or grant a franchise or license to any other person or entity to operate an Any Lab Test Now business within any MUD Area.

(2) Until the termination or expiration of the term, or the Transfer (as defined below) of this Agreement, Franchisee retains its right of exclusivity as long as it is in compliance with the MUD Schedule (as defined below). If Franchisee fails to meet any of its obligations under this Agreement or if Franchisee breaches any other Agreement executed by Franchisee pursuant to this Agreement, Franchisor may terminate the term of this Agreement along with Franchisee's right to develop, open and operate new Units, but the termination of the term of this Agreement will not terminate any rights granted under the Franchise Agreements then in effect between Franchisee and Franchisor in which Franchisee is in compliance. After the expiration or termination of the term of this Agreement, Franchisor may own, operate,

franchise or license others to operate additional Any Lab Test Now businesses anywhere, without restriction, except for within any Protected Territories under Franchisee's Franchise Agreement(s) which remain in effect.

B. The Rights Franchisor Retains. Except as limited by Section I.A. above, Franchisor and its Affiliates retain all rights with respect to the System, Any Lab Test Now businesses, the Marks, the sale of similar or dissimilar products and services and any other activities Franchisor deems appropriate whenever and wherever Franchisor desires, including the right to:

(1) own or operate, or license others to own or operate Any Lab Test Now businesses anywhere immediately adjacent to or anywhere outside of Franchisee's MUD Areas;

(2) operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside or outside of Franchisee's MUD Areas;

(3) operate or license others to operate businesses under the Marks that are not similar to Any Lab Test Now businesses at any location, both inside or outside of Franchisee's MUD Areas;

(4) develop, merchandise, sell and license others to sell products and services bearing the Marks including the products and services offered at Any Lab Test Now businesses through alternative channels of distribution both inside or outside of Franchisee's MUD Areas, including, but not limited to, television, mail order, catalog sales, wholesale sale to unrelated businesses, or over the Internet;

(5) conduct marketing activities, including implementing multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers in any location, including within the MUD Areas; and

(6) purchase, be purchased, merge, acquire, be acquired or affiliate with a competitor or any other business regardless of the location of the competitor or business, and to operate, franchise or license these businesses as Any Lab Test Now businesses under the Any Lab Test Now System or Marks or under other proprietary marks, regardless of the location of these businesses, whether such businesses are within or outside Franchisee's MUD Areas.

(7) Franchisor is not required to pay Franchisee if Franchisor exercises any of the rights specified in this Section I.(B).

## **II. DEVELOPMENT OBLIGATIONS**

A. MUD Schedule. Franchisee will construct, equip, open and operate the number of Units within each of the time periods described in the schedule included in Attachment A attached to this Agreement ("MUD Schedule"). Except as modified in Section V below, Franchisee must execute a then-current form of the Franchise Agreement that Franchisor uses in the state in which the applicable Unit will be located within the time periods described in the MUD Schedule. Further, Franchisee must open each Unit within the time period described in the Franchise Agreement applicable to that Unit and in the MUD Schedule.

B. Force Majeure / Time of Essence. It is of material importance to Franchisor that Franchisee timely perform all obligations under this Agreement and the Franchise Agreement for each Unit. Should Franchisee be unable to meet the MUD Schedule solely as the result force majeure, which includes strikes, material shortages, fires, floods, earthquakes, and other acts of nature, or by force of law (including

Franchisor's inability to deliver a Franchise Disclosure Document), and which Franchisee could not have avoided by the exercise of due diligence, the MUD Schedule will be extended by the amount of time during which such force majeure existed.

### **III. TERM**

The term of this Agreement will start on the date this Agreement is signed by both parties and Franchisee has paid Franchisor the MUD Fee. Unless terminated earlier according to the terms of this Agreement, the term of this Agreement and all multi-unit development rights granted in this Agreement will expire at the earlier of the date Franchisee signs the Franchise Agreement for the last Unit listed in the MUD Schedule or the date shown on the MUD Schedule for the last Franchise Agreement scheduled to be executed. There is no right to renew this Agreement.

### **IV. MUD FEE**

In exchange for the rights granted under this Agreement, Franchisee will pay to Franchisor the MUD Fee listed on and in accordance with the MUD Schedule for payment shown in Attachment A for each of the proposed Units when Franchisee and Franchisor sign this Agreement. The portion of the MUD Fee attributable to each individual Unit will be credited against the Initial Franchise Fee due for each Unit under the Franchise Agreement applicable to such Unit. Franchisee recognizes that Franchisor has incurred administrative and other expenses in relation to this Agreement, and that development opportunities have been lost or curtailed as a result of the exclusivity granted in this Agreement. For this reason, no part of the MUD Fee is refundable, even if Franchisee fails to proceed with the development of Units under this Agreement.

### **V. FRANCHISE AGREEMENT**

A. Signing the Franchise Agreement. Franchisee will sign a Franchise Agreement for its first Unit and pay the applicable Initial Franchise Fee under that Franchise Agreement at the same time Franchisee signs this MUD Agreement and pays the MUD Fee. Within the times specified in the MUD Schedule, Franchisee must execute a separate Franchise Agreement for each subsequent Unit and pay the balance of the appropriate Initial Franchise Fee shown on Attachment A. The Royalty Fee, and all other fees Franchisee owes under the Franchise Agreement that Franchisee signs for each Unit will be the same as in Franchisor's standard form Franchise Agreement being offered as of the date of this Agreement in the state in which Franchisee's MUD Areas are located. In no event will Franchisee be required to sign a Franchise Agreement until such time as Franchisor has complied with any applicable waiting periods according to law.

B. Complying with the Franchise Agreement. After Franchisee signs a Franchise Agreement, it shall fully comply with all of the terms contained in the Franchise Agreement including paying all of the fees required by that Franchise Agreement in a timely manner. FRANCHISEE WILL NOT OBTAIN ANY RIGHTS AS A FRANCHISEE FOR ANY PARTICULAR LOCATION UNTIL A FRANCHISE AGREEMENT IS SIGNED BY FRANCHISOR AND FRANCHISEE AND FRANCHISEE HAS PAID FRANCHISOR THE BALANCE OF THE INITIAL FRANCHISE FEE, IF ANY. Franchisee must submit all proposals for sites to Franchisor for Franchisor's consent. Franchisor has the right; in its absolute discretion, to withhold its consent to any site Franchisee proposes. Franchisor's consent to the site is no assurance of success.

C. Franchisor's Discretion. Franchisee acknowledges that all Units must be developed and operated according to Franchisor's standards. Franchisee agrees and recognizes that Franchisor may refuse to grant a Franchise Agreement for a subsequent Unit if Franchisor believes, in its reasonable judgment,

that Franchisee does not have sufficient financial resources and other ability (including, but not limited to, experience, character, skill, aptitude, attitude, and business acumen sufficient to operate multiple Units) to properly develop and operate the proposed subsequent Unit. Franchisor may take into account, among other things, Franchisee's past performance and financial success of Franchisee's existing Unit. In order to assist Franchisor in making such a determination, Franchisee must provide Franchisor, upon Franchisor's request, the financial and other information regarding Franchisee's existing Unit(s) and the proposed subsequent Unit. Franchisor's approval, however, is not deemed to be a warranty of Franchisee's financial or other ability to develop and operate the proposed subsequent Unit(s).

D. Marks. Franchisee acknowledges that Franchisor is not granting Franchisee any right to use the Marks under this Agreement. Any rights Franchisee receives regarding the use of the Marks arises from the Franchise Agreement Franchisee signed or will sign and Franchisee may only use the Marks pursuant to the terms of that Franchise Agreement.

## **VI. ASSIGNABILITY**

A. By Franchisee. Franchisor has granted these development rights in reliance upon its perception of the individual and collective character, skill, attitude, and business and marketing abilities of Franchisee, and/or Franchisee's owners. Therefore, there can be no transfer of any interest in this Agreement or in the transfer of a controlling interest of an entity Franchisee ("Transfer"), without Franchisor's prior written consent. Any consent by Franchisor will not operate as a consent to any future such Transfer, and no future such Transfer will be valid without Franchisor's prior written consent to that specific Transfer. Any attempted Transfer in violation of this paragraph is voidable at Franchisor's option. Franchisor will not unreasonably withhold its consent to such a Transfer, provided that the following conditions are satisfied:

(1) Franchisee has substantially performed the obligations and duties under this Agreement and any other agreements between Franchisee and Franchisor;

(2) Franchisee must pay Franchisor all amounts Franchisee owes to Franchisor and Franchisor's Affiliates under this Agreement and all other agreements between Franchisee and Franchisor;

(3) Franchisee pays a non-refundable transfer fee to Franchisor in the amount of \$5,000 for each unopened Store;

(4) Franchisee and, if Franchisee is an entity, all of its officers, directors, shareholders, members and managers (as well as guarantors under this Agreement) will execute a general release (in the form approved by Franchisor) of any and all claims which Franchisee has or may have against Franchisor and Franchisor's Affiliates and Franchisor's respective officers, directors, employees and agents arising out of the franchise relationship, to the extent permitted by applicable law;

(5) The proposed transferee meets Franchisor's established standards (including experience, character, skill, aptitude, business ability and financial capability), is of good moral character, has a good credit rating and sufficient financial resources to operate the business;

(6) The proposed transferee and/or the transferee's managers will successfully complete and pass the training course then in effect for Franchisor's franchisees, or otherwise demonstrate to Franchisor's satisfaction, sufficient ability to operate and manage the Units and perform the obligations of this Agreement;



(7) The proposed transferee assumes all of Franchisee's obligations and liabilities (however, such assumption will not relieve Franchisee of any such obligations and liabilities); and

(8) The purchase price or terms of the sale are, in Franchisor's judgment, economically feasible to the proposed transferee (however, Franchisor's approval is no assurance that the sale is on economically reasonable terms).

B. By Franchisor. This Agreement is fully assignable, in whole or in part, by Franchisor, without Franchisee's consent. Upon Franchisor's assignment, Franchisor is relieved of all liability under this Agreement and all rights and obligations will accrue to Franchisor's successor or assignee.

C. No Subfranchising. Franchisee will not offer, sell, or negotiate the sale of Any Lab Test Now businesses to any third party, either in Franchisee's name or on Franchisor's behalf or otherwise subfranchise, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so.

## VII. DEFAULT AND TERMINATION

A. Default by Franchisee. Upon written notice to Franchisee, Franchisor may terminate this Agreement for cause, but without providing Franchisee an opportunity to cure, in the event of any material breach of this Agreement by Franchisee. "Material Breach", as used in this Section VII, will include, among other things, the following:

(1) Any attempt by Franchisee to sell, assign or Transfer in violation of the terms of this Agreement;

(2) Franchisee's failure to execute a Franchise Agreement and/or open any Location for any of the Units on the date set forth within the Unit Schedule set forth in Attachment A;

(3) Franchisee's bankruptcy, insolvency or general assignment for the benefit of creditors;

(4) Any material breach by Franchisee or Franchisee's Affiliate of any Franchise Agreement or other agreement between Franchisee or Franchisee's Affiliates and Franchisor or Franchisor's Affiliates which is not cured within the applicable cure period in that agreement; or

(5) Franchisee or Franchisee's officers, directors or controlling owners commit or are convicted of a felony or crime of moral turpitude or fraud which Franchisor believes may adversely affect the System or goodwill associated with the Marks.

B. Rights on Termination, Expiration or Assignment. Upon expiration, assignment or termination, for any reason, of the term of this Agreement, all of Franchisee's rights regarding the MUD Areas will cease and any remaining rights Franchisee may have to open any subsequent Unit will cease. Franchisor will be entitled to establish, or to license others to establish Any Lab Test Now businesses using the Marks and System in the MUD Areas, subject to the provisions in any existing Franchise Agreements that Franchisee or Franchisee's Affiliates have with Franchisor relating to the Protected Territory defined in those Franchise Agreements. Franchisee or Franchisee's Affiliates will continue to operate their Units according to the signed Franchise Agreements between Franchisee or Franchisee's Affiliates and Franchisor, if such Franchise Agreements have not been terminated. A default and termination under this Agreement does not, in and of itself, constitute a default and termination under any Franchise Agreement between Franchisee and Franchisor.

## VIII. DISPUTE RESOLUTION

### A. Arbitration.

(1) Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim between Franchisor and Franchisee, whether or not arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(2) Venue. The place of arbitration shall be in Fulton County, Georgia.

(3) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy), which includes without limitation any action for temporary, preliminary or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party's tangible or intangible property, including trademarks, service marks and other intellectual property, brought at any time, including prior to or during the pendency of any arbitration proceedings initiated hereunder.

(4) Confidentiality. All evidence, testimony, records, documents, findings, decision, judgments and awards pertaining to any arbitration hearing between Franchisor and Franchisee will be confidential in all respects. Franchisor and Franchisee will not disclose the decision or award of the arbitrator(s) and will not disclose any evidence, testimony, records, documents, findings, orders or other matters from the arbitration hearing to any person or entity except as required by law or as required for compliance with laws and regulations applicable to the future sales of franchises.

(5) Performance During Arbitration of Disputes. Franchisor and Franchisee will comply with all of the terms and conditions of this Agreement and will fully perform their respective obligations under this Agreement during the entire time of the arbitration process.

(6) Limit on Damages. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party waives any right to punitive or other damages not measured by the prevailing party's actual damages to the maximum extent permitted by law. The maximum aggregate liability of Franchisor and its affiliates, and their respective owners, officers, and employees, to Franchisee in any arbitration(s) or other legal actions related to this Agreement or the business relationship between the parties shall not exceed the amounts paid by Franchisee to Franchisor in connection with this Agreement.

B. Waiver of Class Actions. The parties agree that any claims will be arbitrated or otherwise resolved on an individual basis and waive any right to act on a class-wide basis.

C. Time Limitation. Except for payments owed by one party to the other, and unless prohibited by applicable law, any arbitration or other legal action 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 two years from the earlier of (i) date of discovery of the conduct or event and (ii) the date such conduct or event should have been discovered, that forms the basis of the arbitration or other legal action.

D. Venue Other Than Arbitration. If any legal proceeding is not required to be submitted to arbitration under this Agreement, each of the parties irrevocably and unconditionally (a) agrees that any such legal proceeding must be brought in the District Court of the United States, in the district where the principal place of business of the Franchisor is then located or, if this court lacks jurisdiction, the courts of record of the state and county where the principal place of business of the Franchisor is then located; (b) consents to the jurisdiction of each such court in any legal proceeding; and (c) waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

## **IX. INDEPENDENT CONTRACTOR / INDEMNIFICATION**

A. Independent Contractor. Franchisor and Franchisee are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between Franchisor and Franchisee. Franchisee will conspicuously identify itself in all dealings with the public as an independently owned business. Neither Franchisor nor Franchisee will make any agreements or representations in the name of or on behalf of the other party that their relationship is other than franchisor and franchisee.

### **B. Indemnification.**

(1) Under no circumstances will Franchisor be liable for any act, omission, debt, or other obligation of Franchisee. To the fullest extent permitted by law, Franchisee (for itself and its employees, agents, subcontractors, successors and assigns) agrees, at Franchisee's sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand Franchisor, and all entities related to Franchisor and Franchisor's respective directors, officers, members, employees agents, managers, partners, attorneys, licensees, affiliates successors and assigns ("Indemnified Parties") for and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit, proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of Franchisee or Franchisee's employees, agents, officers, directors, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors") arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to the business contemplated by this Agreement; (ii) any breach by the Indemnitors or any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

(2) This indemnification will not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision will not apply to such party, but will continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

## **X. MISCELLANEOUS**

A. Non-disparagement. Franchisee agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Franchisor, its employees, directors, and officers. Franchisee acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, and any third parties on the Internet. Franchisee understands and

agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that Franchisor would be irreparably harmed by violation of this provision. Franchisee understands and agrees that this non-disparagement provision shall survive termination or expiration of this Agreement.

B. Entire Agreement. This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in the franchise disclosure document.

C. Modification. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee.

D. Waiver. Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

E. Severability. If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

F. Conflict with Local Law. If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

G. Section Headings. Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

H. Legal Costs. If either party institutes a legal proceeding, including court proceeding and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

I. Obligations. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

J. Continuation of Agreement. The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity.

K. Notices. Unless otherwise specified in this Agreement, no notice, demand, request or other communication to the parties shall be binding upon the parties or effective hereunder unless the notice is in writing, refers specifically to this Agreement and is delivered as set forth in this Section to: (A) if to

Franchisee, addressed to Franchisee at the notice address set forth in Attachment I; and (B) if to Franchisor, addressed to 303 Perimeter Center North, Suite 575, Atlanta, Georgia 30346 (Facsimile: 866-489-1745) with a copy to Rich Simeone, Esq., 520 East Cooper Avenue, Suite 206, Aspen, Colorado 81611. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Such communications shall be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) transmitted by facsimile to the given number with confirmation of receipt; (3) mailed in the United States mail, with postage prepaid, by certified mail with return receipt requested; or (4) sent via overnight courier.

L. Joint and Several Liability. If two or more persons or entities or any combination sign this Agreement as “Franchisee”, each will have joint and several liability.

M. Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

N. Set Off. Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

O. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

P. Franchisor’s Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute and the parties intend that Franchisor’s exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever Franchisor exercises “Reasonable Business Judgment” (as defined below) in making its decision or exercising its rights. Franchisor’s decisions or actions will be deemed to be the result of “Reasonable Business Judgment,” even if other reasonable or even arguably preferable alternatives are available, if Franchisor’s decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor’s financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

Q. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission (including an electronic signature platform or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

## **XI. REPRESENTATIONS AND ACKNOWLEDGMENTS**

A. FRANCHISEE REPRESENTS TO FRANCHISOR THAT FRANCHISEE’S SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH FRANCHISEE, FRANCHISEE’S GUARANTORS OR ANY OF FRANCHISEE’S OR THEIR AFFILIATES ARE A PARTY.

B. UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE “ORDER”), FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, FRANCHISEE DOES NOT AND HEREAFTER WILL NOT, ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, FRANCHISEE IS NOT AFFILIATED WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY.

C. FRANCHISEE IS NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY.

D. NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT AN AUTHORIZED OFFICER OF FRANCHISOR BY A WRITTEN DOCUMENT.

E. FRANCHISEE REPRESENTS TO FRANCHISOR THAT ALL INFORMATION SET FORTH IN ANY AND ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO FRANCHISOR ARE AND WILL BE TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR IS RELYING UPON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF SUCH INFORMATION IN BOTH AWARDING AND CONTINUING THE RIGHTS GRANTED TO FRANCHISEE BY THIS AGREEMENT.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ATTACHMENT A**  
**FRANCHISE INFORMATION**

**Franchisee's Notice Address:**

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**MUD Areas:**

The specific location for each Unit will be addressed in accordance with each particular Franchise Agreement; however, list below are the MUD Areas for each Unit:

- 1.
- 2.
- 3.

**MUD Schedule:**

Unit #	Date by which Franchise Agreement Must Be Executed	Date by which Unit Must Be Opened	Initial Franchise Fee for this Unit	The amount of the Initial Franchise Fee to be paid / credited now	The remaining amount of the Initial Franchise Fee to be paid on execution of a respective Franchise Agreement
1					
2					
3					

<b><i>The MUD Fee:</i></b> (which is comprised of the Initial Franchise Fee for Unit #1 plus 50% of the Initial Franchise Fee for each additional Unit intended to be opened):	\$_____
--	---------

**Expiration Date:** The expiration date of this Agreement shall be the execution date of the Franchise Agreement for Franchisee's last Unit or the date shown above for the last Franchise Agreement scheduled to be executed.



## **EXHIBIT D**

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

## STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<b>CALIFORNIA</b> Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: <a href="http://www.dfpi.ca.gov">http://www.dfpi.ca.gov</a>	<b>NEW YORK</b> NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
<b>HAWAII</b> Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b>NORTH DAKOTA</b> North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
<b>ILLINOIS</b> Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b>RHODE ISLAND</b> Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<b>INDIANA</b> Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<b>SOUTH DAKOTA</b> Division of Insurance Securities Regulation 124 South Euclid Avenue, 2 <sup>nd</sup> Floor Pierre, South Dakota 57501 (605) 773-3563
<b>MARYLAND</b> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	<b>VIRGINIA</b> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
<b>MICHIGAN</b> Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 <sup>st</sup> Floor Lansing, Michigan 48913 (517) 335-7567	<b>WASHINGTON</b> Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
<b>MINNESOTA</b> Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	<b>WISCONSIN</b> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

## **AGENTS FOR SERVICE OF PROCESS**

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

<b>CALIFORNIA</b> Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: <a href="http://www.dfpi.ca.gov">http://www.dfpi.ca.gov</a>	<b>NEW YORK</b> New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
<b>HAWAII</b> Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b>NORTH DAKOTA</b> North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
<b>ILLINOIS</b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b>RHODE ISLAND</b> Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<b>INDIANA</b> Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<b>SOUTH DAKOTA</b> Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2 <sup>nd</sup> Floor Pierre, South Dakota 57501 (605) 773-3563
<b>MARYLAND</b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	<b>VIRGINIA</b> Clerk of the State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, Virginia 23219 (804) 371-9733
<b>MICHIGAN</b> Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 <sup>st</sup> Floor Lansing, Michigan 48913 (517) 335-7567	<b>WASHINGTON</b> Director of Department of Financial Institutions Securities Division – 3 <sup>rd</sup> Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
<b>MINNESOTA</b> Commissioner of Commerce Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	<b>WISCONSIN</b> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

## **EXHIBIT E**

### **ADDITIONAL STATE REQUIRED FDD DISCLOSURES**

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES  
REQUIRED BY THE STATE OF ILLINOIS**

**Item 1, Additional Disclosures.** The following statements are added to Item 1:

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, 85 ILCS 15/2. 5 (West 2014); Medical Practice Act of 1987, 225 ILCS 60/ (West 2014); and Prohibition Against Fee Splitting at 225 ILCS 60/22.2 (West 2014).

IF YOU ARE NOT LICENSED TO PRACTICE MEDICINE OR NURSING IN ILLINOIS, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED MEDICAL PROFESSIONALS WHO WILL PROVIDE MEDICAL PRODUCTS AND SERVICES IN YOUR FRANCHISED BUSINESS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

For info on state certification and licensure requirements, costs and process see: [www.dph.illinois.gov/topics-services/health-care-regulation/clia/faq](http://www.dph.illinois.gov/topics-services/health-care-regulation/clia/faq).

**Item 17, Additional Disclosures.** The following statements are added to Item 17:

Illinois law shall apply to and govern the Franchise Agreement and MUD Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place out of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**Item 22, Additional Disclosure.** The following statement is added to Item 22:

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures.

## **ADDITIONAL FDD DISCLOSURES REQUIRED BY THE STATE OF MICHIGAN**

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

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

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

**ADDITIONAL FDD DISCLOSURES REQUIRED BY REQUIRED**  
**BY THE STATE OF MINNESOTA**

**1. Notice of Termination.** The following statement is added to Item 17:

With respect to licenses 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 a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreements.

**2. Choice of Forum and Law.** The following statement is added to the 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 or agreements 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.

**3. 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.

**4. Waiver of Right to Jury Trial or Termination Penalties:** The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

**5. Item 22.** The following statement is added to Item 22:

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.

**ADDITIONAL DISCLOSURES  
REQUIRED BY THE STATE OF NORTH DAKOTA**

**Item 17, Additional Disclosures.** The following statements are added to Item 17:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
- C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.



- J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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 North Dakota statute have been met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

### **ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

**Termination, Item 17.** The following is added to Item 17.h:

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

**Additional Disclosure, Item 22.** The following is added to Item 22:

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.

This Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to these Additional Disclosures.

### **ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF WASHINGTON**

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or

proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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.

**EXHIBIT F**  
**STATE AGREEMENT ADDENDA**

**Illinois**  
**Minnesota**  
**North Dakota**  
**Washington**

**ADDENDUM TO THE ANY LAB TEST NOW FRANCHISE AGREEMENT  
REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Any Lab Test Now Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

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 Franchisee was made in the State of Illinois; **(B)** Franchisee is a resident of the State of Illinois; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Illinois.
2. Illinois law shall apply to and govern the Franchise Agreement.
4. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place out of Illinois.
5. Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. 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.
7. The following is added to the end of Section 19 of the Franchise Agreement:  
  
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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.
10. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ADDENDUM TO THE ANY LAB TEST NOW MULTI-UNIT DEVELOPMENT AGREEMENT  
REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Any Lab Test Now Multi-Unit Development Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Illinois; **(B)** Franchisee is a resident of the State of Illinois; and/or **(C)** the MUD Areas will be located in the State of Illinois.
2. Illinois law shall apply to and govern the Multi-Unit Development Agreement.
4. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Multi-Unit Development Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Multi-Unit Development Agreement may provide for arbitration to take place out of Illinois.
5. Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. 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.
7. The following language is added to the end of Section XI of the Multi-Unit Development Agreement:  
  
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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Multi-Unit Development Agreement.
9. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.
10. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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



**ADDENDUM TO THE ANY LAB TEST NOW FRANCHISE AGREEMENT  
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Any Lab Test Now Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

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 Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 3.04 and 14.03(c):

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.

3. The following sentences are added to the end of Section 6:

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of Franchisor’s primary trade name.

4. The following sentence is added to the end of Section 13:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of franchise agreements.

5. The following sentences are added to the end of Section 16:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Franchisee’s 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. Franchisor cannot require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not ban an exclusive arbitration clause.

6. The following sentence is added to the end of Section 16.03:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

9. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ADDENDUM TO THE ANY LAB TEST NOW MULTI-UNIT DEVELOPMENT AGREEMENT  
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Any Lab Test Now Multi-Unit Development Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the MUD Areas will be located in the State of Minnesota.

2. The following sentence is added to the end of Section VI.A.(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.

3. The following sentence is added to the end of Section VII:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of franchise agreements.

4. The following sentences are added to the end of Section VIII:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Franchisee’s 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. Franchisor cannot require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not ban an exclusive arbitration clause.

5. The following sentence is added to the end of Section VIII.C:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Multi-Unit Development Agreement.

7. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.

8. This Addendum may be executed in multiple counterparts, each of which when executed and

delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ADDENDUM TO THE ANY LAB TEST NOW FRANCHISE AGREEMENT  
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Any Lab Test Now Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

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 Franchisee was made in the State of North Dakota; **(B)** Franchisee is a resident of the State of North Dakota; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of North Dakota.

2. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ADDENDUM TO THE ANY LAB TEST NOW MULTI-UNIT DEVELOPMENT AGREEMENT  
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Any Lab Test Now Multi-Unit Development Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of North Dakota; **(B)** Franchisee is a resident of the State of North Dakota; and/or **(C)** the MUD Areas will be located in the State of North Dakota.

2. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Multi-Unit Development Agreement.

4. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.

5. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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



**ADDENDUM TO THE ANY LAB TEST NOW FRANCHISE AGREEMENT  
REQUIRED FOR WASHINGTON FRANCHISEES**

This Addendum to the Any Lab Test Now Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~ LLC, a Georgia ~~corporation~~ limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

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 Franchisee was made in the State of Washington; **(B)** Franchisee is a resident of the State of Washington; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Washington.
2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any

employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

9. To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

10. We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

11. 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

12. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

13. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**ADDENDUM TO THE ANY LAB TEST NOW MULTI-UNIT DEVELOPMENT AGREEMENT  
REQUIRED FOR WASHINGTON FRANCHISEES**

This Addendum to the Any Lab Test Now Multi-Unit Development Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between Any Test Franchising, ~~Inc.~~LLC, a Georgia ~~corporation~~limited liability company, (“Franchisor”) and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), is effective as of the date beneath Franchisor’s signature (“Effective Date”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Washington; **(B)** Franchisee is a resident of the State of Washington; and/or **(C)** the MUD Areas will be located in the State of Washington.
2. 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 Franchisee was made in the State of Washington; **(B)** Franchisee is a resident of the State of Washington; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Washington.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
4. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
6. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
7. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
8. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted

annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

10. To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

11. We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

12. 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~12.~~13. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Multi-Unit Development Agreement.

~~13.~~14. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.

~~14.~~15. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, ~~INC.~~LLC

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

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

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

Effective Date: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

*[If an entity:]*

\_\_\_\_\_

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

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

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

**EXHIBIT G**  
**MANUAL TABLE OF CONTENTS**

**ANY LAB TEST NOW  
OPERATIONS MANUAL TABLE OF CONTENTS**

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
I.      Getting Started Guide .....	56
II.     Daily Operations.....	30
III.    Sales and Marketing .....	61
IV.    Store Operations.....	66
Total Pages.....	213



## **EXHIBIT H**

### **LIST OF CURRENT AND FORMER FRANCHISEES**

**LIST OF FRANCHISED BUSINESSES AS OF DECEMBER 31, 2023**

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
WWMMP LLC	Highway 98, Suite 5B	Daphne	AL	36526	(251) 625-2805
WWMMP LLC	2409 Acton Road, Suite #105	Vestavia Hills	AL	35243	(205) 848-6644
D4Solutions LLC	301 North Shackleford Road Suite B3	Little Rock	AR	72211	(501) 312-8885
Lee and Grace Investments	2075 W Warner Rd Suite #2	Chandler	AZ	85224	(480) 422-0880
Arizona Lab Partners, LLC	20280 North 59th Ave Suite 116	Glendale	AZ	85308	(623) 825-4564
Entitled LLC	30 South Acoma Blvd	Lake Havasu City	AZ	86403	(719) 634-8378
Lee and <u>Grace Investments</u>	2048 East Baseline Rd., Suite C-5	Mesa	AZ	85204	(480) 503-9980
Andrews Investment Corporation	7264 Cielo Grande	Peoria	AZ	85018	(602) 955-0240
Andrews Investment Corporation	14175 W. Indian School Road, Suite B02	Goodyear	AZ	85395	(623) 288-4445
Lloyd Labs, LLC 0263-01	4025 E Chandler Blvd suite 54	Phoenix	AZ	85048	(480) 885-6700
Arizona Lab Partners, LLC	8902 E Via Linda, Suite 115	Scottsdale	AZ	85258	(480) 451-0002
DeEsta, LLC	7187 East Tanque Verde Rd	Tucson	AZ	85715	(520) 722-8378
High Country Lab Services, LLC 0236	10909 E Arapahoe Rd	Centennial	CO	80112	(303) 758-1393
SJR Labcorp LLC	7824B N. Academy Blvd	Colorado Springs	CO	80906	(719) 277-8378
SJR Labcorp LLC	1835 S. Nevada Avenue	Colorado Springs	CO	80920	(719) 277-TEST
CNC Venture, LLC	7505 E. 35th Ave., Ste. 375	Denver Central Park	CO	80238	(720) 681-6191
High Country Lab Services, LLC 0236	1240 Ken Pratt Blvd Unit #8	Longmont	CO	80501	(720) 543-2182
High Country Lab Services, LLC	881 Thornton Pkwy	Thornton	CO	80229	(720) 712-8100
Alpha and Omega Labs PLLC 0287-01	7650 W. Virginia Ave, Suite C	Lakewood	CO	80226	(720) 543-2280
SHMK, Inc.	6180 S. Gun Club Road L-4	Aurora	CO	80016	(720) 464-5154
HAZ Inc	430 Peoples Plaza	Newark	DE	19702	(302) 261-6407
Lab Test Now Aventura LLC	17138 W. Dixie Hwy.	Aventura	FL	33160	(786) 541-1212
WT Labs, LLC	22900 South Ponderosa Drive	Boca Raton	FL	33428	(561) 213-4003
Iloma Testing	7242 55th Ave East	Bradenton	FL	34203	(941) 727-8378
Leap of Faith Partners, Inc	205 E. Brandon #B	Brandon	FL	33511	(813) 438-8700
Forever Youth LLC	955 North University Drive	Coral Springs	FL	33071	(954) 906-5983
Lab Test Coral Gables LLC	1743 Coral Way	Miami	FL	33145	305-846-9008
Garwin Group, LLC	4343 South State Road 7 Suite 10	Davie	FL	33314	(954) 835-5095
321 Labs, Inc.	5175 West Atlantic Ave.	Delray Beach	FL	33484	(561) 638-5227
Any Lab Test G2 Corp	9851 Northwest 58th Street #116	Doral	FL	33178	(305) 599-3334
D-Van Testing, Inc.	13401-9 Summerlin Rd	Ft Myers	FL	33919	(239) 267-0180
Any Lab Test Florida	4242 North Federal Highway, Ste. A	Ft. Lauderdale	FL	33308	(954) 566-1717
Hallandale Lab USA, Inc.	1452 E. Hallandale Beach Blvd	Hallandale	FL	33009	(954) 457-6000
Intracoastal Labs, Inc.	13170 Atlantic Blvd. Suite 60	Jacksonville	FL	32225	(904) 220-4840

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Intracoastal Labs, Inc.	9965 San Jose Blvd., Suite 30	Jacksonville	FL	32257	(904) 220-4840
Intracoastal Labs, Inc.	725 Skymarks Drive, Suite #8	Jacksonville	FL	32218	(904) 648-9800
R Rodriguez Investments, Inc.	1325 East Vine St.	Kissimmee	FL	34744	(407) 344-8378
ANE Medical Solutions, LLC 0268-01	13847 Walsingham Rd. Suite J	Largo	FL	33774	(727) 754-4004
DeCoy Marketing RX, LLC	1155 W 434 Suite 115	Longwood	FL	32779	(407) 571-9505
321 Labs, Inc	145 Palm Bay Rd. NE Suite 102	Melbourne	FL	32904	(321) 586-5227
321 Labs, Inc	543 N. Courtenay Parkway	Merritt Island	FL	32953	(321) 877-2586
Any Lab Test Kendall, LLC	7436 SW 117th Ave	Miami	FL	33183	(786) 558-7400
Innocent Holdings, LLC	9909 Miramar Parkway,	Miramar	FL	33025	(954) 417-8772
The Keza Corporation LLC	2415 Tarpon Bay Boulevard, Suite 7	Naples	FL	34119	(239) 899-8378
AMJ Diagnostics	3433 Kentshire Blvd	Ocoee	FL	34761	(407) 739-6158
Trident Labs and Self Care Services	11867 E. Colonial Dr.	Orlando	FL	32828	(407) 737-8378
321 Labs, Inc	1425 Hand Ave., Suite E	Ormond Beach	FL	32174	(386) 492-5559
Any Lab Test Solutions LLC 0073	4206A Northlake Blvd.	Palm Beach Gardens	FL	33410	(561) 624-0055
Any Lab Test Solutions LLC	1676 Congress Ave	Palm Spring	FL	33461	(561) 452-6637
WWMAP, LLC	330 West 23 <sup>rd</sup> St., Suite H	Panama City	FL	32405	(850) 200-0180
FL Labs of Escambia County LLC	4761-2 Bayou Blvd.	Pensacola	FL	32503	(850) 912-8500
Hallandale Lab USA, Inc.	12675 S. Dixie Hwy.	Pinecrest	FL	33156	(954) 457-6000
Garwin Group, LLC	8367 Sunrise Blvd	Plantation	FL	33322	(954) 916-1072
Leap of Faith Partners, Inc	3135 SR 580	Safety Harbor	FL	34695	(727) 723-8378
My Florida Holdings	2300 Bee Ridge Road	Sarasota	FL	34231	(941) 416-4157
Sunshine Testing, LLC 0259	6812 22nd Ave North	St. Petersburg	FL	33710	(727) 513-2305
321 Labs, Inc	1296 NW Federal Hwy	Stuart	FL	34994	(772) 692-5227
Leap of Faith Partners, Inc	3937 W. Kennedy Blvd.	Tampa	FL	33614	(813) 600-5255
My Florida Holdings, LLC	1846 South Tamiami Trail, #11	Venice	FL	34293	(941) 922-4500
D Van Testing	27421 Wesley Chapel Blvd (State Rd 54)	Wesley Chapel	FL	33544	(813) 991-9292
Any Lab Test Solutions LLC	4350 Okeechobee Blvd	West Palm Beach	FL	33410	(561) 712-0855
C & S Investments of Central Florida, LLC	501 North Orlando Ave.	Winter Park	FL	32789	(407) 647-8378
Any Test, P.C.	5530 Windward Pkwy Ste 1030	Alpharetta	GA	30004	(678) 990-8525
Any Test, P.C.	6309 Roswell Rd., NE, Suite 2-E	Atlanta	GA	30328	(404) 250-9878
Any Test, P.C.	2221 Peachtree Rd. NE	Atlanta	GA	30309	(404) 355-5147
Any Test, P.C.	3328 Washington Road Suite 1-C	Augusta	GA	30907	(706) 842-7201
Any Test, P.C.	3875 Austell Road, Suite 202	Austell	GA	30106	(678) 483-0606
Any Test, P.C.	5450 Whittlesey Blvd	Columbus	GA	31909	(706) 775-8454
Any Test, P.C.	2062 North Decatur Rd	Decatur	GA	30033	(678) 990-8527
Any Test, P.C.	3634 Satellite Blvd. NW, Mall Corners	Duluth	GA	30096	(770) 495-0282
Any Test, P.C.	440 Ernest W Barrett Parkway, Suite 23	Kennesaw	GA	30144	(770) 919-9144
Any Test, P.C.	6681 Jonesboro Rd, Suite 104	Morrow	GA	30260	(770) 471-2772

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
MNCK Legacy LLC 0269-01	1821 22nd Street, Suite #105	West Des Moines	IA	50266	(515) 225-1050
ARFM LLC	6254 East Riverside BLVD	Loves Park	IL	61111	(815) 516-1799
RAS 9, LLC	701 N. Milwaukee Ave #336	Vernon Hills	IL	60061	(847) 349-4949
RA LABS, LLC	100 E Roosevelt Rd	Villa Park	IL	60181	(630) 501-0450
Pioneer Investments, LLC	7810 E US Hw 36	Avon	IN	46123	(317) 268-3000
CLCS Test, LLC	13636 N. Meridian St.	Carmel	IN	46032	(317) 574-9500
Quick Labs Clarksville LLC	1305 Veterans Pkwy	Clarksville	IN	47129	(502) 896-5707
CLCS Test, LLC	7818 East 96th Street	Fishers	IN	46037	(317) 288-5135
Double T Lab LLC	915 E. Dupont Rd	Fort Wayne	IN	46825	(260) 888-3522
Pioneer Investments, LLC	3100 Meridian Parke Drive; Suite V	Greenwood	IN	46143	(317) 865-3300
Pioneer Investments, LLC	911 N. East Street	Indianapolis	IN	46202	(317) 408-6053
Pioneer Investments, LLC	5550 West 86th Street Suite 104	Indianapolis	IN	46268	(317) 886-9504
Wellness Lab Testing, INC	313 West University Drive	Mishawaka	IN	46545	(574) 287-5041
M&M Enterprises 2, LLC 0276-01	6507 West 119th Street	Overland Park	KS	66209	(913) 320-8669
Locke Investments, LLC	7777 East 21st Street N, Suite 130	Wichita	KS	67206	(316) 677-8770
Professional Labs Inc. 0090	2425 Scottsville Rd. Suite 108	Bowling Green	KY	42104	(270) 599-0555
Modern Health Labs LLC	3413 Dixie Hwy.	Erlanger	KY	41018	(859) 342-8378
Quick Lab Louisville LLC	4600 Shelbyville Rd, Suite 306	Louisville	KY	40207	(502) 896-5707
Quick Lab Middleton LLC	12935 Shelbyville Rd, Suite 108	Middletown	KY	40243	(502) 410- 0000
DC Lab Testing LLC 0043	14635 S. Harrell's Ferry Rd Unit 3C	Baton Rouge	LA	70815	(225) 752-5681
DC Lab Testing LLC	2121 Airline Drive	Bossier City	LA	71111	(318) 725 -2190
DC Lab Testing LLC 0043	360 Emerald Forest Blvd.; Unit H	Covington	LA	70433	(985) 273-0608
DC Lab Testing LLC 0043	5953 West Park Avenue; Suite 1059	Houma	LA	70360	(985) 262-3457
DC Lab Testing LLC 0043	4414 Johnston St. Suite D	Lafayette	LA	70503	(337) 704-2244
DC Lab Testing LLC 0043	114 W Prien Lake Road	Lake Charles	LA	70601	(337) 502-9885
DC Lab Testing LLC 0043	3117 7th Street Suite 100	Metairie	LA	70002	(504) 838-2254
DC Lab Testing LLC 0043	5737 Youree Drive	Shreveport	LA	71105	(318) 219-4849
Divine Wellness, LLC 0261	37112 Six Mile Rd. Unit B11	Livonia	MI	48152	(734) 884-4900
Stick People, LLC	2070 West Auburn Rd	Rochester Hills	MI	48309	(248) 963-1616
DASTA, LLC	20200 Heritage Drive	Lakeville	MN	55044	(651)259-8800
Affordable Healthcare Testing, LLC	4345 Nathan Lane North Suite G	Plymouth	MN	55442	(763) 398-5115
SST Endeavors, LLC 0278	14071 Manchester Road	Ballwin	MO	63011	(636) 238-5330
M&M Enterprises 1, LLC	18921 East Valley View Pkwy, Ste. E	Independence	MO	64055	(816) 837-8669
MidWest Lab Services, LLC	1921 E. Independence Avenue	Springfield	MO	65804	(417) 889-8378
Raising Hope LLC	257 Ridge Way	Flowood	MS	39232	(601) 292-4955
Innovative Pharmacy Services, Inc.	312-D Marion Ave	McComb	MS	39666	(601) 250-5884
Health Screening, Inc.	8204 Tryon Woods Drive, Ste 107	Cary	NC	27518	(984) 200-0563

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Unicorn Palmetto Investments, LLC	8318 Pineville Matthews Road, Suite 712	Charlotte	NC	28226	(704) 541-8115
Unicorn Palmetto Investments, LLC	10106 Benfield Rd Suite 103	Charlotte	NC	28269	(704) 665-5010
Health Screening, Inc.	105 W. NC 54	Durham	NC	27713	(919) 321-4355
The LAM Group, LLC	14231 Market Square Drive STE C2	Huntersville	NC	28078	(704) 948-7444
Unicorn Palmetto Investments, LLC	622 Indian Trail Road	Indian Trail	NC	28079	(704) 318-4320
Health Screening, Inc. 0034	6401 Triangle Plantation Dr., Suite D-103	Raleigh	NC	27616	(919) 521-4475
IJL Enterprises LLC	1319 Military Cutoff Rd Suite D	Wilmington	NC	28405	(910) 208-9642
DMP Enterprises LLC	3019 13 <sup>th</sup> Ave. South Suite B	Fargo	ND	58103	(701) 566-7313
KSQ BioMed LLC 0179	4710 Tramway Blvd NE	Albuquerque	NM	87110	(505) 296-7800
KaceyMD, Inc 0275-01	9360 W. Flamingo Road, Suite 105	Las Vegas	NV	89147	(702) 930-6432
Peterson Labs Canton LLC	4782 Dressler Rd.	Canton	OH	44718	(330) 915-8232
Modern Health Labs LLC	1104 Kemper Meadow Drive	Forest Park	OH	45240	(859) 342-8378
ALTN Medina Inc	5155 Buehlers Dr Suite 102	Medina	OH	44256	(330) 723-8378
Powerstone, Inc 0206	3408 36th Ave. NW	Norman	OK	73072	(405) 955-2586
Powerstone, Inc	14600 North Pennsylvania Avenue Suite B	Oklahoma City	OK	73134	(405) 938-ALTN
Powerstone, Inc	3807-D S. Peoria Ave	Tulsa	OK	74105	(918) 600-2586
Bratland Management Co.	1733 Pearl Street Suite A-2	Eugene	OR	97402	(541) 343-2398
Arcadia Lab and Diagnostics, LLC 0163	4144 Tilghman St	Allentown	PA	18104	(610) 767-5087
Parabellum Holdings LLC	2 Summit Square Center, Suite G	Langhorne	PA	19047	(267) 405-9922
ViMap, LLC	The Shoppes at Bloomfield Village 235 Bloomfield Drive 110 Building B	Lititz	PA	17543	(717) 207-7604
Parabellum Holdings LLC	131 S. State Road	Springfield	PA	19064	(610) 543-2211
Mount Pleasant Wellness Center LLC	1836 Ashley River Road Suite #E	Charleston	SC	29407	(203) 834-7696
Test Lab, LLC 0262-01	285 Columbiana Dr. Suite H	Columbia	SC	29212	(803) 769-8100
MACFAC LLC	729 Crossroads Plaza, Suite 7	Fort Mill	SC	29708	(803) 381-0080
Angelik Lab Services, LLC	1140 Woodruff Road; Suite #107	Greenville	SC	29607	(864) 329-0935
Miller Family Chiropractic	1161 Oakland Market Drive	Mt. Pleasant	SC	29464	(843) 884-5505
Indigo Dream LLC 0274	5401 Dick Pond Rd. #A-1	Myrtle Beach,	SC	29588	(843) 353-0800
Any Lab Test Now, Inc.	7155 Lee Hwy, Suite 400	Chattanooga	TN	37421	(423) 894-9285
Professional Labs INC	2257 Wilma Rudolph Blvd	Clarksville	TN	37040	(931) 552-1165
Wellcare of Middle Tennessee	1745 Galleria Blvd. #1050	Franklin	TN	37067	(615) 778-9025
Plasmetrics LLC	5075 Park Avenue	Memphis	TN	38117	(901) 290-3127
Wellness of Middle Tennessee LLC 0271	1790 W Northfield Blvd	Murfreesboro	TN	37129	(615) 624-7224
Wellcare of Middle Tennessee	114-A 29 <sup>th</sup> Ave N	Nashville	TN	37203	(615) 730-6047
Any Lab Test Now Abilene, LLC	3351 Turner Plaza Drive 108A	Abilene	TX	79606	(325) 691-7256
The Whether Report	201 Westgate Parkway Suite L	Amarillo	TX	79121	(806) 331-3335
Nortex Lab Stores LLC	5435 S Cooper St, Suite 105A	Arlington	TX	76018	(817) 784-0100

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Controlled Wellness, LLC	9500 South IH-35 Ste. L- 750	Austin	TX	78748	(512) 280-7700
Controlled Wellness, LLC	6317 Bee Caves Rd, Suite 210	Austin	TX	78746	(512) 382-6500
Controlled Wellness, LLC	10900 Lakeline Mall Dr Ste 550	Austin	TX	78717	(512) 413-1694
Controlled Wellness, LLC	5501 Balcones Dr Suite 5523 B	Austin	TX	78731	(512) 459-2200
Ornithogallus, L.L.C.	2215 Rollingbrook Drive Suite 120	Baymount	TX	77521	(281) 837-5660
DC Lab Testing LLC	3677 Calder Avenue	Beaumont	TX	77706	(409) 839-4904
Ind Opulence LLC	1369 S. Main St., Suite 105	Boerne	TX	78006	(830) 730-7777
Nortex Lab Stores LLC	671 Northeast Alsbury Blvd.	Burleson	TX	76028	(817) 744-8801
Skilled Lab Stores	294 Uptown Boulevard	Cedar Hill	TX	75104	(682) 265-9988
South Plains HWTC2, LLC	3505 Longmire Drive, Suite C	College Station	TX	77845	(979) 485-9467
LeeChelle 59 LLC 0136	5417 Everhart Road	Corpus Christi	TX	78411	(361) 400-0707
Greenhigh Labs LLC	11930 Preston Road #120	Dallas	TX	75230	(214) 295-7900
Greenhigh Labs LLC	5219A W. Lovers Lane	Dallas	TX	75214	(214) 956-8378
Greenhigh Labs LLC	6333 # Mockingbird Ln, Suite 121	Dallas	TX	75209	(469) 372-2269
Xperion Diagnostic, LLC	2215 S. Loop 288, Suite 408	Denton	TX	76205	(940) 310-2856
Southwest Lab Services LLC	7933 N. Mesa St. Suite 1	El Paso	TX	79932	(915) 201-3016
Skilled Lab Stores, LLC	1060 North Main Street Suite 101A	Euless	TX	76039	(817) 354-8378
Del Cuaron Enterprises Inc.	1221 Flower Mound Rd, Ste. 310	Flower Mound	TX	75028	(972) 691-2800
J G Johnson Holdings, LLC	3520 Preston Blvd. Ste. 113A	Frisco	TX	75034	(972) 596-6181
Nortex Lab Stores LLC	2700 Western Center Blvd. Ste 100	Ft. Worth	TX	76131	(817) 349-0991
Nortex Lab Stores LLC	5512 Bellaire Dr. South	Ft. Worth	TX	76109	(817) 377-4555
Xperion Diagnostics, LLC	3046 Lavon Drive, Suite 120	Garland	TX	75040	(972) 846-8400
Controlled Wellness LLC	7415 SW Pkwy, Bldg 6, Suite 500 #104	Georgetown	TX	78628	512-882-0090
Assurance Lab Works, LLC 0118	1030 East HWY 377; Suite 130	Granbury	TX	76049	(817) 776-4154
Tayma Limited, LLP	201 E. Central Texas Expwy. Suite 640	Harker Heights	TX	76548	(254) 699-8378
Private Health Testing, LLC	11807 Westheimer Suite 560	Houston	TX	77077	(281) 870-8022
Private Health Testing, LLC	5901 Westheimer Rd, Suite W	Houston	TX	77057	(713) 266-7900
Z&F Lonestar LLC	2540 N Beltline Rd.	Irving	TX	75062	(972) 887-5023
Sugar Land Labs LLC	21929 Katy Freeway	Katy	TX	77450	(281) 392-1750
South Plains HWTC3, LLC	30129 Rock Creek Dr suite 900	Kingwood	TX		(281) 984-1001
Controlled Wellness, LLC 0023	1516 Ranch Road 620 South, Suite #120	Lakeway	TX	78734	(512) 240-6670
South Plains Health and Wellness Testing Centers, LP	5217 82 <sup>nd</sup> Street Unit 102A	Lubbock	TX	79424	(806) 771-4858
J G Johnson Holdings, LLC	4550 W Eldorado Pkwy Suite 106	Mckinney	TX	75069	(972) 734-5172
Xperion Diagnostics, LLC	3434 Towne Crossing Suite 106B	Mesquite	TX	75150	(972) 264-1131
THAAR Investments, LLC	1913 Heritage Blvd	Midland	TX	79707	(432) 618-1550
Ind Opulence LLC	244 FM 306, Suite 122	New Braunfels	TX	78130	(830) 214-7416
Clinical Lab Sciences	2802 Business Center Drive	Pearland	TX	77584	(832) 230-8792
J G Johnson Holdings, LLC	4701 W. Park Blvd. Suite 206	Plano	TX	75093	(972) 596-6181

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
J G Johnson Holdings, LLC 0035	515 W Campbell Rd #107	Richardson	TX	75080	(469) 935-9912
Del Cuaron Enterprises Inc	714 E I30	Rockwall	TX	75087	(833) 456-2586
Lone Star Stick, LLC	1730 B.F. Terry Blvd., Suite 702	Rosenberg	TX	77471	(832) 362-1926
Controlled Wellness, LLC	110 N. Interstate 35, Ste 260	Round Rock	TX	78681	(512) 246-8378
Take Control, Inc.	3270 Sherwood Way	San Angelo	TX	76901	(325) 227-6804
Ind Opulence LLC	17700 San Pedro Ave.; Ste 300	San Antonio	TX	78232	(210) 267-5501
Fima Management, LLC	4219 McCullough Ave. Suite B	San Antonio	TX	78212	(210) 497-6535
Ind Opulence LLC	6222 De Zavala, Suite 104	San Antonio	TX	78249	(210) 558-3784
Fima Management LLC	8348-2 Marbach Rd.	San Antonio	TX	78227	(210) 642-6262
Fima Management, LLC	5720 Bandera Road, Suite 6	San Antonio	TX	78238	(210) 680-5900
Ind Opulence LLC	9910 West Loop 1604, Suite 105	San Antonio	TX	78254	(830) 730-7777
Controlled Wellness, LLC	1941 S. Interstate 35 Suite 113	San Marcos	TX	78666	(512) 212-4098
Ind Opulence LLC	17460 I.H. 35 North Suite 400	Schertz	TX	78154-1264	(210) 777-2147
Skilled Lab Stores, LLC	500 W. Southlake Blvd., #134	Southlake	TX	76092	(682) 268-5522
Texas Testing LLC	3206 Legends Mist Drive	Spring	TX	77385	(281) 712-1551
FitNow LLC	15910-C Lexington Blvd	Sugar Land	TX	77479	(832) 548-4670
Greenhigh Labs LLC	535 WSW Loop 323, Suite 206,	Tyler	TX	75701	(903) 650-8570
GNE Labs Services LLC	5309 N. Navarro St.	Victoria	TX	77904	(361) 252-9581
MDE Enterprises Esquire 0150	Suite 110B	Waco	TX	76712	(254) 300-4183
Gary L Burelsmith LLC	169 College Park	Weatherford	TX	76086	(817) 550-6057
Texoma Diagnostics, LLC	3916 Kemp Blvd. Suite J1	Wichita Falls	TX	76308	(940) 691-8378
Grandeur Lab Management, LLC	5616 South 900 East	Murray	UT	84121	(801) 305-4689
Grandeur Lab Management LLC	10481 S. Redwood Rd	South Jordan	UT	84095	(385) 342-1113
B Squared Testing LLC	175 W 900 S #5	Saint George	UT	84770	(435) 628-2220
Labs Easy LLC	42775 Generation Dr., #100	Ashburn	VA	20147	(571) 380-9944
JC With LLC 0254	14624 Hancock Village Street	Chesterfield	VA	23832	(804) 946-4446
LabMD3, Inc 0252	2670 D Avenir Place	Fairfax	VA	22031	(703) 775-8378
Virginia Advanced Health	1135 Jefferson Davis Highway	Fredericksburg	VA	22401	(540) 368-9000
4Partners in Health LLC	11446 West Broad Street	Glen Allen	VA	23060	(804) 729-9490
LabMD2, Inc 0221	20804 Edds Lane	Potomac Falls	VA	20165	(703) 444-6633
LabMD4 Inc	3019 11th Street North	Arlington	VA	22201	(703) 775.TEST (8378)
TSC Enterprises LLC	1225 E Sunset Dr, Suite 155	Bellingham	WA	98226	(360) 684-1800
Kasme Corporation	1205 SE Everett Mall Way, Suite D	Everett	WA	98208	(425) 348-7673
Bright Life International	16150 NE 85th St.	Redmond	WA	98052	(425) 988-3517
Bright Life International, Inc.	#107	Tacoma	WA	98409	(253) 666-8619
Goldammer Lab Testing, LLC	The Promenade Shopping Center 857 N. Mayfair Road	Wauwatosa	WI	53226	(414) 258-8378

**LIST OF FRANCHISEES THAT HAVE SIGNED A FRANCHISE AGREEMENT  
BUT THE FRANCHISED BUSINESS IS NOT YET OPERATIONAL AS OF DECEMBER 31, 2023**

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
ANDERS LABS LLC 0288-01	432C Knotty Walls Road	Owens Cross Roads	AL	35763	(256) 658-7943
L&M Medical, LLC 250	1102 South Gould Street	Harrisburg	AR	72432	(901) 292-1366
Lee and Grace Investments 0256	3308 W. Adobe Dam Road	Phoenix	AZ	85027	(602) 515-6554
SJR Labcorp LLC 0280	1754 Vine Cliff Heights	Colorado Springs	CO	80921	(720) 425-7408
J&J St George LLC 0298	8766 Bower Bass Circle	Wesley Chapel	FL	33545	(813) 481-2114
SAILAKSHMI LLC 0299	8095 Peaceful Circle	Sanford	FL	32771	(615) 627-7487
YOUFI LLC 0282-01	404 Comstock Drive	Elgin	IL	60124	(773) 671-0914
Rock Point LLC 0307	2971 Belle Lane	Schaumburg	IL	60193	(630) 999-9148
Quick Lab Louisville LLC 0100	2601 Drayton Dr.	Louisville	KY	40243	(502) 263-5722
Blaze Diagnostics LLC 0310	7626 137th Street CT N	Hugo	MN	55038	(651) 468-7961
Health Screening, Inc. 0034	2311 Ridgefield Drive	Chapel Hill	NC	27517	(918) 427-8185
Gracewell LLC 0284-01	295 Gentry Way Ste 5	Reno	NV	89502	(405) 762-2789
Berardinelli Corporation 0270-01	234 Hendrix Blvd	Lagrange	OH	44050	(330) 321-5119
ALTN Strongsville Inc 0246	6851 Spring Glen Drive	Valley City	OH	44280	(440) 488-0119
Ohio Lab Solutions LLC 0285-01	1839 Wynwood Drive	Rocky River	OH	44116	(313) 655-8928
Ohio Labs LLC 0291	1450 N Cole St, Ste. B	Lima	OH	45801	(419) 303-9408
SHAKTI MAA LLC	10441 Perry Hwy #9	Wexford	PA	15090	(775) 762-4859
Next Gen Medical Diagnostic Services LLC 0295	1115 West Chester Pike Ste B-15	West Chester	PA	19382	(717) 999-7262
Test Lab LLC 0262	104 Sandpiper Lane	Greenville	SC	29607	(803) 769-8100
Anderson Retail Group LLC 0306	9789 US 64, Ste. 105	Arlington	TN	38002	(901) 461-0889
Landrum Labs LLC 0308	286 Bill Christian Road	Columbia	TN	38462	(931) 306-7328
Xperion Diagnostics, LLC 0218	706 Longwood Drive	Allen	TX	75013	(214) 457-4457
Labs Easy LLC 0240	44288 Acushnet Terrace	Ashburn	VA	20147	(571) 888-9610
LOGOS HEALTH LLC 0290	7713 Sudley Road	Manassas	VA	20109	(571) 214- 8678



**LIST OF FRANCHISEES THAT TRANSFERRED A FRANCHISE OR HAD A FRANCHISE  
AGREEMENT TERMINATED OR NOT RENEWED IN 2023**

NAME	FRANCHISEE	STATUS	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Jeris Freesmeier	AL Labs of Baldwin County LLC 0222	TRANSFER	2200 Highway 98, Ste. 5B	Daphne	AL	36526	(215) 625-2805
Jeris Freesmeier	FL Labs of Escambia County LLC 0223	TRANSFER	4761-2 Bayou Blvd	Pensacola	FL	32503	(215) 625-2805
Dr. Sajad Zalzala	Michigan Lab Holdings LLC 0214	CLOSED	30357 Woodward Ave	Royal Oak	MI	48073	(313) 433-4607
Jay Geisler	Health Wealth Labs LLC 0217	TRANSFER	3413 Dixie Highway	Erlanger	KY	41018	(513) 742-8378
Dr. Gabe Frank	Lab Management Group 0231	TRANSFER	1319 Military Cutoff Rd, Ste. D	Wilmington	NC	28405	(910) 679-8534
Jay Geisler	Health Wealth Labs LLC 0217	TRANSFER	1104 Kemper Meadow Dr	Forest Park	OH	45240	(513) 742-8378
Jeff Goldberg	JEG Ventures LLC 0046	TRANSFER	131 S. State Road	Springfield	PA	19064	(610) 937-0587
Roseann Silver	My Results Inc. 0229	TRANSFER	2 Summit Square Center, Ste. G	Newtown	PA	19047	(215) 510-8581
Joseph Mecca	Trinity Labs LLC 0239	TRANSFER	6333 E. Mockingbird Lane	Dallas	TX	75214	(214) 226-8687
Joseph Mecca	Trinity Labs LLC 0239	TRANSFER	11930 Preston Road #120	Dallas	TX	75230	(214) 226-8687
Joseph Mecca	Trinity Labs LLC 0239	TRANSFER	535 WSW Loop 323, Ste. 206	Tyler	TX	75701	(214) 226-8687
Micah Harrison	Harrison Ventures LLC 0205	TRANSFER	7933 N. Mesa St. Suite 1	El Paso	TX	79932	(915) 373-0366

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

**EXHIBIT I**  
**GENERAL RELEASE**

## GENERAL RELEASE

*(To be used at time of Transfer of Franchise or for other Designated Purposes)  
(Should not be signed at time of award of Initial Franchise)*

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant as follows:

1. \_\_\_\_\_ (the “Franchisee”) and its guarantors, shareholders, officers, and directors, and any other person signatory hereto, does hereby release and forever discharge Any Test Franchising, ~~Inc.~~, LLC, its affiliates and successors, and their respective agents, assigns, officers, directors, shareholders, employees, and representatives (collectively, the “Released Parties”), from any and all liabilities, claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown. This full, final and absolute release (the “Release”) shall apply to all agreements or contracts heretofore existing or entered into by and between the Franchisee and the Released Parties.
2. It is understood and agreed that the settlement evidenced by this Release is a compromise of all claims herein specified, whether past, present or future, that such claims are doubtful and disputed, and that execution of this Release is not to be construed as an admission of liability on the part of any party. Rather, liability is expressly denied.
3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. No representations as to damages or liability have been made. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties’ respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.
4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all prior negotiations or proposed agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital. Since the purpose of this Release is to end this matter forever, should it develop that there are any errors, mistakes or any omissions in this instrument, whether legal or factual and whether mutual or unilateral, which would cause the release of the parties herein released to be defective or less than complete, then the undersigned will sign any and all documents and do any and all things necessary to effectuate a full, final and absolute release of said party.
5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The terms of this Release arose from negotiations and discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

7. This Release shall be governed by and construed pursuant to the laws of the State of Georgia.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Any Test Franchising, ~~Ine~~.LLC

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

**FRANCHISEE:**

\_\_\_\_\_

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

**GUARANTORS:**

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

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

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

*The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.*

**EXHIBIT J**  
**FRANCHISEE QUESTIONNAIRE**

**DISCLOSURE ACKNOWLEDGMENT FORM  
TO BE COMPLETED BEFORE SIGNING A ANY LAB TEST NOW  
MULTI-UNIT DEVELOPMENT AGREEMENT OR FRANCHISE AGREEMENT**

You are preparing to enter into an Any Lab Test Now Multi-Unit Development Agreement or Franchise Agreement (“Agreement”) with Any Test Franchising, ~~Inc.~~LLC (“we” “our” or “us”). Please review each of the following questions carefully and provide complete responses to each.

Franchise Applicant \_\_\_\_\_

1. Have we provided you with a Franchise Disclosure Document at least 14 calendar days (or the earlier of the first personal meeting or 10 business days if you are a prospect based in or will operate in New York; the earlier of the first personal meeting or 14 days if you are a prospect based in or will operate in Iowa; or 10 business days if you are a prospect based in or will operate in Michigan) before you signed any agreements or paid any money or other consideration to us or our affiliates?

Yes \_\_\_ No \_\_\_

2. Did you sign a Receipt indicating the date on which you received the Franchise Disclosure Document?

Yes \_\_\_ No \_\_\_

3. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing the Agreement. (Attach additional pages, if necessary.)

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4. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Any Lab Test Now businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document:

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*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 ~~Washington Franchise Investment Protection Act, or any other~~ any state franchise registration and disclosure law.*

*This Questionnaire is not for use in the State of Washington.*

FRANCHISE APPLICANT (ENTITY OWNER)

\_\_\_\_\_  
[Insert name of Franchise Applicant]

By: \_\_\_\_\_  
[Name of Person signing on behalf of Franchise Applicant]

Its: \_\_\_\_\_  
[Title of Person signing on behalf of Franchise Applicant]

FRANCHISE APPLICATION (INDIVIDUAL OWNERS)

\_\_\_\_\_  
[Insert name of Owner]

\_\_\_\_\_  
[Signature of Owner]

**EXHIBIT K**  
**STATE EFFECTIVE DATES**



## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
Illinois	April 30, 2024, <a href="#">as amended</a>
Indiana	April 30, 2024, <a href="#">as amended</a>
Michigan	April 30, 2024
Minnesota	June 6, 2024, <a href="#">as amended</a>
North Dakota	June 13, 2024, <a href="#">as amended</a>
South Dakota	April 30, 2024
Virginia	June 12, 2024, <a href="#">as amended</a>
Washington	Pending
Wisconsin	April 30, 2024, <a href="#">as amended</a>

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

If Any Test Franchising, ~~I~~ne-LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Iowa requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Michigan requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

If Any Test Franchising, ~~I~~ne-LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commissioner, Washington, D.C. 20580 and the state agency listed on Exhibit D for your state.

The franchisor is Any Test Franchising, ~~I~~ne-LLC, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346, (800) 384-4567

Date of Issuance: April 30, 2024, as amended August 21, 2024

The franchise sellers for this offering are Clarissa Bradstock, Chief Executive Officer; Kelly Crompvoets, Vice President, Marketing; Terri McCulloch, Vice President, Business Development; Lori Wyndham Marcellino, Business Development Coordinator; Lynn Brewer, Franchise Development Director; and Mary Robinson, Implementation Manager, Any Test Franchising, ~~I~~ne-LLC, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346; Phone: 800.384.4567 and Marcia Mead, MSquared Franchise Consulting, 1856 Davin Dr., Atlanta, GA 30319; Phone: 913.486.5105.

Any Test Franchising, ~~I~~ne-LLC authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I have received a disclosure document dated April 30, 2024, as amended August 21, 2024 that included the following Exhibits:

- |  |  |
|--|--|
| A Financial Statements                                   | G Manual Table of Contents               |
| B Franchise Agreement                                    | H List of Current and Former Franchisees |
| C Multi-Unit Development Agreement                       | I General Release                        |
| D State Administrators and Agents for Service of Process | J Franchisee Questionnaire               |
| E Additional State Required FDD Disclosures              | K State Effective Dates                  |
| F State Required Agreement Addenda                       |  |

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

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

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

Please sign this copy of the receipt, date your signature, and retain it for your records.

## RECEIPT

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

If Any Test Franchising, ~~I~~ne-LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Iowa requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Michigan requires that Any Test Franchising, ~~I~~ne-LLC give you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

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| E Additional State Required FDD Disclosures              | K State Effective Dates                  |
| F State Required Agreement Addenda                       |  |

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

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

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

Please sign this copy of the receipt, date your signature, and return it to Any Test Franchising, ~~I~~ne-LLC.