

Special Risks to Consider About *This Franchise*

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

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

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.



location of the Clinic and other factors. Under the MSO Model, Franchisee may elect to charge the Medical Professional for the same.

Note 14. Digital Marketing Fee. Currently, you must work with us or our designee to help advertise the Clinic (“Digital Marketing” See Item 11). “Digital Marketing” includes custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. The Digital Marketing Fee will be paid to us or our designee. This figure represents the first three months of the Digital Marketing Fee, which is currently \$1,750 per month per Clinic for up to three Clinics, \$1,500 per month per Clinic for Clinics 4 to 6, and if we permit you to operate more than six Clinics, a fee of \$500 per month per Clinic will apply for each additional Clinic you operate.

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

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

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

Note 17. Additional Funds – 3 Mos. This estimate is for other pre-opening costs and your first three months of necessary operating capital and ongoing fees, such as the Technology Maintenance Fee and Digital Marketing Fee, and includes fees for professional services, such as hiring a lawyer, accountant or other professional to advise you. The estimate does not include payroll or an owner’s salary or draw. ~~The estimate also does not include optional Local Advertising expenditures, which are optional and not required beyond the Digital Marketing Fee.~~—Your need for these funds will vary by (i) your geographic location, (ii) your Clinic’s methods and practices, (iii) your management skills, experience, and business acumen, (iv) the availability of and effectiveness of your staff, (v) local and national economic conditions, (vi) the market for your products and services, (vii) your non-Medical Professional employees’ wages (paid both before you open and for the three months after opening), (viii) competition, and (ix) sales that you realize during this initial period. Our estimates are based on our experience, the experience of our parent, our affiliates, and our current requirements for Gameday Men’s Health Businesses. These figures are



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT FOR TWO CLINICS ⁽³⁾	\$442,150	\$765,492			
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE CLINICS ⁽³⁾	\$653,225	\$1,140,488			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FOUR CLINICS ⁽³⁾	\$861,550	\$1,512,734			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FIVE CLINICS ⁽³⁾	\$1,067,875	\$1,882,980			
TOTAL ESTIMATED INITIAL INVESTMENT FOR SIX CLINICS ⁽³⁾	\$1,272,200	\$2,251,226			

Notes:

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

1. Development Fee. See Item 5 for more information on the Development Fee. Area Developers must open a minimum of two Clinics.
2. Initial Investment for First Clinic. These are the estimates to start a Clinic as described in the Single Clinic chart above, excluding the Initial Franchise Fee, which is replaced by the Development Fee. The Grand Opening Support is optional for the second or any subsequent businesses opened under an Area Development Agreement and this expense is not included in the low estimates. The Digital Marketing Fee is reduced for subsequent Clinics if you open between four and six Clinics. Unless otherwise stated in the Single Clinic chart above or its footnotes, the estimates include both the DCO Model and MSO Model. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).
3. Initial Investment for Each Additional Clinic. This includes all fees included in the Initial Investment for First Clinic, except that the low end does not include the Grand Opening Support Fee and the Digital Marketing Fee decreases to \$1,500 per month for Clinics 4, 6₅ and 6₂.
4. This is an estimate of your initial start-up expenses for operating two to six Clinics as an Area Developer.

no other process for approving suppliers other than as stated here. We may charge our then-current fee for this service (Item 6), and such fee may be increased at any time without limitation after we give you 60 days' prior written notice. We will provide you with 60 days' written notice before implementing or increasing this fee. Except as stated here, we do not maintain written criteria for approving suppliers. We may revoke our supplier approval if we determine in good faith that the supplier no longer meets our then-current quality standards. We will notify you in writing of such a decision.

Revenue from Franchisee Purchases

We received \$326,049 ~~in~~ revenue (which represents 39% of our ~~Combined Revenue~~ total revenue of \$841,090) from the sale of required equipment, products, goods, and services (including the Digital Marketing Fee) to franchisees as of December 31, 2023, Our Affiliates did not generate revenue from franchisee's required purchase but reserve the right to do so in the future.

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

We receive rebates from suppliers of equipment, furniture, services, and other goods or services purchased by you. These rebates can range from 2% to 40% of the total cost of systemwide purchases for these products and services. We use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

We currently do not have purchasing cooperatives. We may develop regional purchasing or distribution cooperatives in your area in the future.

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

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement (" <u>FA</u> ")/Area Development Agreement (" <u>ADA</u> ")	Item in Disclosure Document
(a) Site selection and acquisition/lease	FA: Article 2 ADA: Article 6	Items 7 and 11
(b) Pre-opening purchase/leases	FA: Article 2	Item 8



among other things: (i) terminate the Area Development Agreement; (ii) terminate the exclusivity of your Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

Additional Development Rights and Quota

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

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

Reservation of Rights

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

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

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

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

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

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

Although we can use alternative channels of distribution within your Exclusive Territory and any Development Territory to make sales of goods, items, and services associated with the System and the Marks or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of this disclosure document. We currently have no plans to operate or



Tables 1-a and 1-b

Table 1-a includes an overview of certain characteristics of the Reporting Affiliate Locations. Table 1-b includes an overview of certain characteristics of the Reporting Franchised Locations. We describe the date opened, facility size, business model, and city and state for each Reporting Affiliate Location and Reporting Franchised Location. The Reporting Affiliate Locations are operated from Clinic facilities in high cost-of-living areas.

Table 1-a
Overview of Reporting Affiliate Locations

<u>MONTH/DATE OPENED</u>¹	CITY, STATE	BUSINESS MODEL	FACILITY SIZE
APRIL 2018	Carlsbad, California	MSO	2,200* Square Feet
APRIL 2021	Laguna Hills, California	MSO	1,426 Square Feet
SEPTEMBER 2020	Temecula, California	MSO	2,300 Square Feet

*This Reporting Affiliate Location relocated in 2023.

Table 1-b
Overview of Reporting Franchised Locations

<u>MONTH/DATE OPENED</u>¹	CITY, STATE	BUSINESS MODEL	FACILITY SIZE
JANUARY 2023	Roseville, California	MSO	1,200 Square Feet
NOVEMBER 2022	Poway, California	MSO	1,357 Square Feet

Notes to ~~Table~~Tables 1-a and 1-b:

1. “Date Opened” refers to the date each Reporting Affiliate Location or Reporting Franchised Location opened to the public.
2. “Business Model” refers to whether the Reporting Affiliate Location or Reporting Franchised Location operates as a DCO or MSO. All of the Reporting Group operates under the MSO model.

Tables 2 – 4

In Table 2 to Table 4, we include financial Reporting Affiliate Locations in Carlsbad, California (“Carlsbad MSO Affiliate Location”), Laguna Hills, California (“Laguna Hills MSO Affiliate Location”) and Temecula, California (“Temecula MSO Affiliate Location”). In addition to the MSO financial information, we provide the Clinic financial information to illustrate the breakdown of expenses between the Clinic and the MSO and the total performance of each Gameday Men’s Health Business and the combined Clinic and MSO information as some fees are based on this total number.



1. “Gross Revenue” means the total of all revenues and income of each Clinic and Reporting Affiliate Location after the MSO Payment including the revenue generated from the sale of all products and services (including branded products) derived from, or originating from the Clinic of each Affiliate Location, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees and dues and all other charges, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes that the Affiliate Location collects that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. The Gross Revenue of the MSO of each Affiliate Location is equal to the amount of the MSO Payment (“MSO Gross Revenue”). The balance of the Gross Revenue retained by the Clinic after the MSO Payment is the “Clinic Gross Revenue.”
2. “MSO Payment” refers to the payment made by the Clinic to the MSO under the management agreement between the Clinic and the MSO. The MSO Payment is the portion of Combined Revenue due to the MSO (i.e., the Reporting Affiliate Location) under the Clinic’s management agreement and is an expense incurred by the Clinic. The MSO Payment is consideration for certain management services provided by the Reporting Affiliate Location. The Clinic’s management agreement with each Reporting Affiliate Location dictates which products and services are paid for or otherwise provided by the Clinic. The Reporting Affiliate Locations retain 30% to 40% of the Combined Revenue generated by the Clinic under the management agreement.
3. “Combined Revenue” includes the Gross Revenue of the Clinic before the MSO Payment is made by the Clinic to the Reporting Affiliate Location and is the sum of the MSO Gross Revenue and the Clinic Gross Revenue. Combined Revenue is not the Gross Revenue of the Reporting Affiliate Location but rather is the aggregate Gross Revenue of the MSO and Clinic. If you operate under our MSO Model, you will retain only the MSO Gross Revenue less the expenses you incur in operating your Gameday Men’s Health Business. Unless prohibited by applicable law, the Royalty and Brand Development Fee are based on the Combined Gross Revenue.
4. The data for the Clinic represents reflects the unaudited financial information for Gross Revenue received by the operations of each physician-owned Clinic, less any discounts, and allowances, and all operating expenses incurred by each physician-owned Clinic. The data for the MSO reflects the unaudited financial information received through the management agreement, less any discounts, and allowances, and all operating expenses incurred by our affiliate through each MSO.
5. “Operating Expenses” includes the categories of payroll expenses and other operating expenses disclosed in the table. We exclude the owner’s draw retained by the owners of the MSO for the Carlsbad MSO Affiliate Location. We provide an overview of both the Operating Expenses of the Clinic and the Operating Expenses of each Reporting Affiliate Locations. These Reporting Affiliate Locations operate pursuant to a management agreement with the Clinic and do not receive earnings from any revenue except for the MSO Gross Revenue described in each table. The Clinics managed by the Reporting Affiliate Locations conduct marketing for the Clinic but the Reporting Affiliate Locations and Reporting Franchised Locations pay the Digital Marketing Fee. We have imputed the required Local Marketing expenditures to the Reporting Affiliate Location when calculating Franchise-Related Adjustments and Adjusted Earnings. For the Carlsbad MSO Affiliate Location, we have imputed the difference between the amount expended on Local Advertising and the current required spend of \$2,000 per month. Each Franchised Location operating under the MSO Model may negotiate the terms of the management agreement with respect to what expenses are covered

Notes to ~~Tables~~Table 5

1. “Gross Revenue” means the total of all revenues and income of each Clinic and Reporting Franchise Location after the MSO Payment including the revenue generated from the sale of all products and services (including branded products) derived from, or originating from the Clinic of each Franchised Location, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees and dues and all other charges, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes that the Franchised Location collects that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. The Gross Revenue of the MSO of each Franchised Location is equal to the amount of the MSO Payment (“MSO Gross Revenue”). The balance of the Gross Revenue retained by the Clinic after the MSO Payment is the “Clinic Gross Revenue.”
2. “MSO Payment” refers to the payment made by the Clinic to the MSO under the management agreement between the Clinic and the MSO. The MSO Payment is the portion of Combined Revenue due to the MSO (i.e., the Reporting Franchised Location) under the Clinic’s management agreement and is an expense incurred by the Clinic. The MSO Payment is consideration for certain management services provided by the Reporting Franchised Location. The Clinic’s management agreement with each Reporting Franchised Location dictates which products and services are paid for or otherwise provided by the Clinic.
3. “Combined Revenue” includes the Gross Revenue of the Clinic before the MSO Payment is made by the Clinic to the Reporting Franchised Location and is the sum of the MSO Gross Revenue and the Clinic Gross Revenue. Combined Revenue is not the Gross Revenue of the Reporting Franchised Location but rather is the aggregate Gross Revenue of the MSO and Clinic. If you operate under our MSO Model, you will retain only the MSO Gross Revenue less the expenses you incur in operating your Gameday Men’s Health Business. Unless prohibited by applicable law, the Royalty and Brand Development Fee are based on the Combined Gross Revenue.
4. The data for the Clinic represents reflects the unaudited financial information for Gross Revenue received by the operations of each physician-owned Clinic, less any discounts, and allowances, and all operating expenses incurred by each physician-owned Clinic. The data for the MSO reflects the unaudited financial information received through the management agreement, less any discounts, and allowances, and all operating expenses incurred by our affiliate through each MSO.
5. “Operating Expenses” includes the categories of payroll expenses and other operating expenses disclosed in the table. We include the actual royalty, technology fees, digital marketing fees, and brand development account contribution of the Roseville MSO Franchised Location. We provide an overview of both the Operating Expenses of the Clinic and the Operating Expenses of the Roseville MSO Franchised Location. This Reporting Franchised Location operates pursuant to a management agreement with the Clinic and does not receive earnings from any revenue except for the MSO Gross Revenue described in the table.
6. “Adjusted Earnings” equals Gross Revenue less the Operating Expenses. The Combined Adjusted Earnings are presented for illustrative purposes and to show the financial performance of the Gameday Men’s Health Business as a whole. Franchisees operating under an MSO model will only receive adjusted earnings based on the MSO Payments. Adjusted Earnings do not include the deduction of non-operating expenses such as income tax and amortization that must be further deducted from the Gross Revenue figures to obtain your net income or profit.



Table 7
YOY Combined Revenue Growth for the Carlsbad Affiliate Location
Calendar Years 2019 to 2023

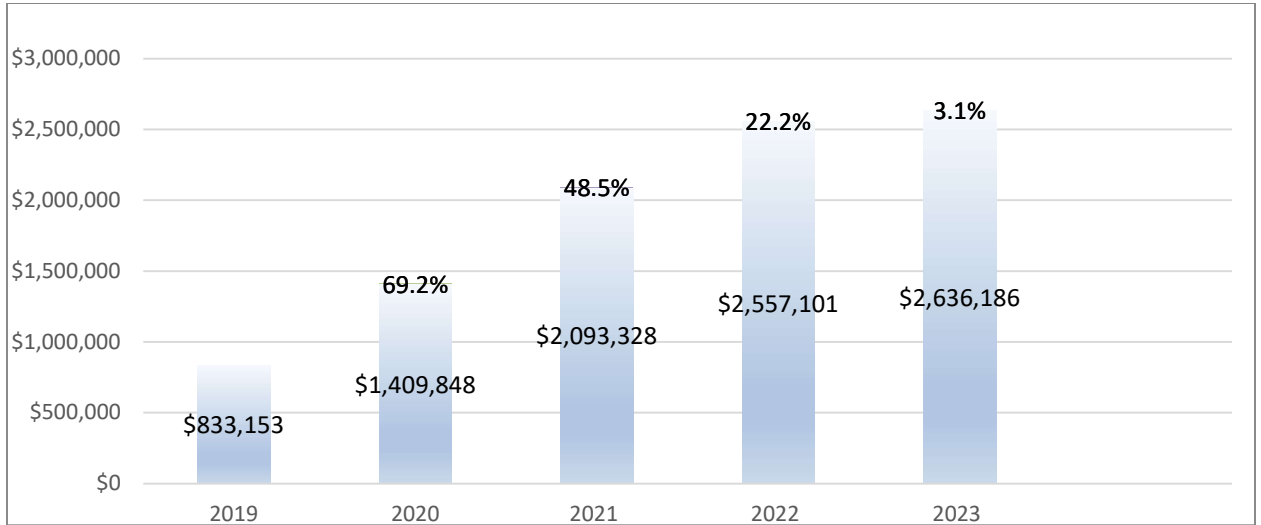


Table 98
YOY Combined Revenue Growth for the Temecula Affiliate Location
Calendar Years 2021 to 2023



Table 10
YOY Combined Revenue Growth for the Laguna Hills Affiliate Location
Calendar Years 2022 to 2023



Notes to Tables 7 - 9

1. “YOY Revenue Growth” refers to the year-over-year calculation of the percentage change for the Gross Revenue of the respective Reporting Affiliate Locations when comparing two calendar years. For calendar years 2019 to 2022, Combined Revenue does not include revenue from the sale of hair restoration services offered by the Clinics (“Excluded Gross Revenue”) as these services are no longer offered by Affiliate Locations and are not available to Franchised Locations.
2. Tables 7 - 9 contain an overview of the combined MSO Gross Revenue and Clinic Gross Revenue (which in the aggregate, represent the Combined Revenue) and the YOY Revenue Growth achieved in each calendar year where the Affiliate Location operated for all 12 months of the calendar year.

Table 10

We include certain additional financial information from our Reporting Affiliate Locations. In Table 10, we provide an overview of the total leads for prospective customers seeking TRT Services, (as defined below), the number of new Patients with memberships, and the conversion rate of leads to new Patients. We provide this information for each Reporting Affiliate Location. The information below is based on data reported during each month of calendar year 2023.

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	1	2	0
California	2928	36	0
Colorado	6	10	0
Connecticut	3	4	0
Delaware	0	1	0
Florida	13	31	0
Georgia	8	9	0
<u>Hawaii</u>	<u>1</u>	<u>0</u>	<u>0</u>
Idaho	1	3	0
Indiana	5	8	0
Iowa	1	2	0
Kansas	4	6	0
Kentucky	1	1	0
Louisiana	1	0	0
Maryland	0	3	0
Massachusetts	3	5	0
Michigan	3	6	0
Mississippi	1	1	0
Missouri	2	5	0
Montana	1	1	0
Nebraska	1	2	0
Nevada	2	4	0
New Jersey	4	7	0
New Mexico	1	1	0
North Carolina	8	14	0
Ohio	7	11	0
Pennsylvania	9	13	0
South Carolina	6	8	0
Tennessee	3	5	0
Texas	18	28	0
Utah	7	9	0
Virginia	5	8	0
Wisconsin	3	5	0
Total	166	264	0



Exhibit D lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023. Exhibit D also lists the name, city, and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within ten weeks of the issuance date of this disclosure document. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

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

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

ITEM 21

FINANCIAL STATEMENTS

Our unaudited financial statements as of February 29, 2024, as well as our audited financial statements as of December 31, 2023, and December 31, 2022, and December 31, 2021 are attached to this disclosure document as Exhibit E. ~~We have been in business for less than three years and cannot supply the audited financials otherwise required.~~ Our fiscal year end is December 31st.

ITEM 22

CONTRACTS

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

Franchise Agreement – Exhibit B-1
Area Development Agreement – Exhibit B-2

Exhibit 1	Statement of Ownership
Exhibit 2	IFF, Designated Area, Franchised Location, Exclusive Territory
Exhibit 3	Guaranty
Exhibit 4	Collateral Assignment of Lease Agreement
Exhibit 5	Collateral Assignment of Contact and Electronic Information
Exhibit 6	General Release
Exhibit 7	Sample MSA
Exhibit 8	Closing Acknowledgements



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Hartman	Jessie	JHart Ventures INC	742 Wesley Way #2C	Oakland	CA	94610	4157866645	
Doonboli	Kambiz		80 W Hookston Rd Apt 214	Pleasant Hill	CA	64523	4129834318	
Vanderbyl	Josh	Vanderbyl Clinics	2635 Camino del Rio S #20	Chula Vista	CA	92108		
Harmon	Eric		56 Avenida Merida	San Clemente	CA	92673	858-735-7353	
McClure	Matt		5845 Friars Rd Apt 1402	San Diego	CA	92110	7064616288	
Watson	Kandace & Keely		13374 Mahogany Cove	San Diego	CA	92131	858-356-7460	
Brown	John	Rancho Health	663 S Rancho Santa Fe Ste 692	San Marcos	CA	92078		
Kuder	Kevin		2538 Corbel Way	San Marcos	CA	92078	858-254-6525	
Papneja	Ankur		1050 Benton St, Unit 2310	Santa Clara	CA	95050	5623218862	
Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	18322 Astro Court	Santa Clarita	CA	91350	(818) 967-8858	
Johnston & Hess	Eric & Terry	Long Beach Men's Health LLC	1650 Pacific Coast Highway	Seal Beach	CA	90740		
Plotkin	Alex		3926 Corte Cancion	Thousand Oaks	CA	91360	3103593300	
Baker	Chris & Kim	Red Factor LLC	14041 Browns Lane	Tulare	CA	93274	5599010011	
Dreher	Scott & Ashlee		2505 Cliff Rd	Upland	CA	71784	9099963618	
Ball(20)	Mark	Balled LLC	22151 Tiara Street	Woodland Hills	CA	91367	678-283-6443	
Bogue	Danisha	Bogue Ventures Incorporated	10414 Troy St	Commerce City	CO	80022	9702702609	
Miller	Scott	Four Tigers INC	10266 Taliesin Dr. #405	Englewood	CO	80112	7573537922	
Cinelli & Schubert	Brian & Ryan		913 Carbonate Ln	Erie	CO	80516	8324832453	
Rosen & Paluga (11)	Mark & Eric	Palaga-Rosen Corp	926 Highline Dr.	Loveland	CO	80538	5617155357	
Westenskow	Ryan	Co Vitality LLC	14139 Lexington Dr	Parker	CO	80134	8015405817	
Smith	Chad		11 Stoneleigh Square	Fairfield	CT	6825	6465412586	
Leserman	Eric		80 Farm Brook Lane	South Windsor	CT	6074	847-868-5785	
Fahy	Patrick		653 Daniels Farm Rd	Trumbull	CT	6611	2039935444	
Pagliari	Anthony & Verushcka		201 Lagoon Drive	Palm Harbor	FL	34683	4045788547	
McKhann(1)	Michael		160 Totten Way St	Augustine	FL	32092	9494496539	
Tabor(10)	Michael	DAX23 MAC13 Scooter9	724 NW 4th Street	Boca Raton	FL	33486	17726437636	
Garrett	Brad		3433 Hillside Ave Gulf	Breeze	FL	32563	8507760756	
Dedek	Deborah	Dedekation LLC	2507 Sugarloaf Lane	Fort Lauderdale	FL	33312	954-644-2814	



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Welko	Bradley		W6674 Green Willow Ct	Greenville	WI	54942	19209152821	
Vollmar	Donald		7560 W Freistadt Rd	Mequon	WI	53092	2624029473	

1. Franchise will be located in California.
2. Franchise will be located in Colorado.
3. This franchisee will operate multiple locations in Florida, Michigan and New York.
4. Franchise will be located in Georgia.
5. Franchisee will be located in Massachusetts.
6. Franchisee will be located in New Jersey.
7. Franchise will be located in New York and Florida.
8. Franchise will be located in New York.
9. Franchise will be located in South Carolina.
10. Franchise will be located in North Carolina.
11. Franchise will be located in Florida.
12. Franchise will be located in Ohio.
13. Franchise will be located in Wisconsin.
14. Franchise will be located in Kansas.
15. Franchise will be located in Utah.
16. Franchise will be located in Texas.
17. Franchise will be located Tennessee.
18. Franchise will be located in Virginia.
19. Franchise will be located in Arizona.
20. Franchise will be located in Hawaii.

Former Franchisees:

The name and last known address of every franchisee who had a Gameday Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023 to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

NONE



statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit I of the FDD on the page entitled, "State Effective Dates."
2. States which have refused, by order or otherwise, to register these Franchises are:
None
3. States which have revoked or suspended the right to offer the Franchises are:
None
4. States in which the proposed registration of these Franchises has been withdrawn are:
None

Fee Deferral

Items 5 and 7 of the FDD and Section 3.1 of the Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.



3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
4. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
5. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
6. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
7. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
8. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
10. The following risk ~~factor~~ is factors are added to the Special Risks About This Franchise page:

Corporate Practice of Medicine. Minnesota has adopted the corporate practice of medicine doctrine, which prohibits corporations other than professional associations and non-profit corporations from practicing medicine. The MSO model franchise may be at risk of being found in violation of the corporate practice of medicine doctrine in Minnesota, which could result in the loss of a franchisee's investment. Prospective franchisees should consult an attorney experienced in this area of Minnesota law prior to signing an agreement to ensure that the franchise relationship and operation will not violate Minnesota law.



Third-Party Performance. The MSO model involves a special risk in that performance of the required services is dependent on a third-party.

11. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.
12. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.
13. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.
14. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
15. Posting of Surety Bond: Items 5, 7 and 21 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Minnesota Department of Commerce to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Minnesota Department of Commerce has imposed the bond requirement due to our financial condition.
16. Item 6 of the FDD and Section 3.6(b) of the Franchise Agreement is hereby amended to limit the Late Fee to \$30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.



2. The following is added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer:**"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum,**" and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.



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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v)), the Franchise Agreement (including Article 16.4), and Area Development Agreement (including Article 17) relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Article 16.8 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state the statute of limitations under North Dakota law will apply.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.



Item 17(r) of the FDD and Section 15 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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

Surety Bond

We have posted a surety bond in an amount required by the North Dakota Securities Department to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials _____

Date _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the fifth business day after the Effective Date.



I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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

SOUTH DAKOTA

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

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”



In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Ream Franchise Group, LLC d/b/a Gameday Men's Health for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

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

The following risk factor is added to the Special Risks About This Franchise pagePage:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$227,075 and \$386,496. This amount exceeds the franchisor's stockholders equity as of December 31, 2023, which is ~~\$(1,787,436-)~~.

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.

WASHINGTON

ADDENDUM TO FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

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

The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement are revised to state only the "MSO Model" will be offered in the State of Washington and the "Direct Clinic Ownership" or "DCO Model" will not be offered.

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



State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	May 3, 2024
Maryland	Pending
Michigan	May 4, 2024
Minnesota	Pending
New York	Pending
North Dakota	Pending June 21, 2024
Rhode Island	May 4, 2024
South Dakota	Pending May 3, 2024
Virginia	Pending
Washington	Pending
Wisconsin	May 3, 2024

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

