

FRANCHISE DISCLOSURE DOCUMENT



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

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

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

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

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

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

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

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

Issuance Date: April 29, 2024

EXHIBIT E

STATE-SPECIFIC FDD AND AGREEMENT ADDENDA

ADDITIONAL DISCLOSURES

**MARYLAND REQUIRED BY ADDENDUM TO THE STATE OF MARYLAND
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal, sale and/or assignment/transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive the right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

~~This Addendum to Relive Franchising LLC Franchise Agreement dated _____ (“Franchise Agreement”) between Relive Franchising LLC (“Relive”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.~~

The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Maryland; (B) you are a resident of the State of Maryland; or (C) the Franchised Business will be located or operated in the State of Maryland.

1. The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following sentence is added to the end of Section 32C:

Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 32E:

This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a developer to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. 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. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

8. **Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.**

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

FRANCHISOR:

Relive Franchising LLC _____

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

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

1. **State Cover Page and Item 17, Choice of Forum and Law.** The following statement is added to the State Cover Page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document, the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. **Trademarks.** The following statement is added to Item 13:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided, that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of the Franchise Agreement and the System.

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

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

4. **Item 17, General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

5. **Item 17, Waiver of Right to Jury Trial, Statute of Limitations, Injunctive Relief:** The following statements are added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial. In addition, the agreements cannot modify your rights under Minnesota Statutes, Chapter 80.C.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. **Item 5, Initial Fees. We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.**

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

~~This Addendum to Relive Franchise LLC Franchise Agreement dated _____ (“Franchise Agreement”) between Relive Franchising LLC (“Relive”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.~~

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Minnesota; **(B)** you are a resident of the State of Minnesota; or **(C)** the Franchised Business will be located or operated in the State of Minnesota.

1. _____ The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

2. _____ The following sentence is added to the end of Section 2B:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days’ notice for non-renewal of the Franchise Agreement.

3. _____ Section 22B(1)(i) is deleted and replaced with:

(i) Franchisee’s use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Relive would be entitled to all legal and equitable remedies, including injunctive relief. The franchisor may seek injunctive relief.

4. _____ The following sentence is added to the end of Section 23:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

5. _____ The following sentence is added at the end of Section 32C:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Relive from requiring litigation to be conducted outside Minnesota.

6. _____ The following statements are added at the end of Section 32E:

Nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C.17, Subd. 5.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5. The third sentence of Section 32H and all of Section 35O are deleted.

~~2. The third sentence of Section 32H and all of Section 35O are deleted.~~

7. The second sentence of Section 34E is deleted and replaced with the following:

Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, Relive may seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance.

8. The following is added as Section 34J:

Nothing in the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

9. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

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

11. **We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.**

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

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____

VIRGINIA

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA

~~1. RISK FACTOR:~~

~~Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$533,000 to \$879,000. This amount exceeds the franchisor's stockholder's equity as of December 31, 2022, which is \$1,462,378.~~

1. _____ Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement or development agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. _____ By statute, under § 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:

3. _____ In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Relive Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

4. _____ Additional Disclosure. The following statements are added to Item 17.h.

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

6. _____ Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Virginia statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

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

8. Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$501,250 to \$1,052,542. This amount exceeds the franchisor's stockholder's equity as of 12/31/2023, which is \$198,226.

9. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

FRANCHISOR:
Relive Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN ENTITY:

FRANCHISEE:
NAME OF ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

IF FRANCHISEE IS AN INDIVIDUAL:

FRANCHISEE:

Print Name: _____

Date: _____

FRANCHISEE:

Print Name: _____

Date: _____