

FRANCHISE DISCLOSURE DOCUMENT



Everyday Care Franchise, LLC
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We offer single-unit franchises that will conduct business under the name of REEF HEALTH. A REEF HEALTH Virtual Franchise will operate a virtual marketing business that markets health care plans to individuals, families, and businesses, including hospital plans. A franchisee will be compensated a flat amount per member per month for each member that signs up for healthcare plans through a licensed broker or brokerage, which the franchisor is operating in all 50 states. The medical benefits within the health plans will be created and managed by Redirect Health, Inc. (RDH) logistics platform, which provides members with 24/7 access to virtual healthcare services. If members' needs cannot be resolved via virtual care, they will receive in-person healthcare services at designated physical locations which will be arranged by and through RDH. REEF HEALTH Virtual Franchises will report to and receive support directly and indirectly from us and/or our representative.

The total investment necessary to begin operation of a REEF HEALTH Virtual Franchise ranges from **\$53,347 to \$56,697**. This includes \$49,500 that must be paid to the franchisor or affiliate.

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 this Disclosure Document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to us 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 Jesse Curry, Chief Development Officer for REEF HEALTH Franchise 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004, 1-833-353-REEF.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 for additional information on franchising. 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: March 25th, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

1. **Out-of-State Dispute Resolution.** Out-of-state dispute resolution. The Franchise Agreement requires you to resolve disputes with the franchise by mediation, arbitration, and/or litigation only in Arizona. Out-of-state mediation, arbitration, and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, and/or litigate with the franchise in Arizona than in your own state.
2. **Unregistered Trademark.** The trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
3. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's ability to provide services and support to you.
4. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

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 of 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 each 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 franchised 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' 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 mediation or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of mediation, to conduct mediation 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 qualification or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(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 a provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Everyday Care Franchise LLC, an Arizona Limited Liability Company, is offering prospective Franchisees the opportunity to operate a single-unit franchise in accordance with the terms described in this Disclosure Document. To simplify the language in this Disclosure Document, the terms, "We," "Us," or "the Franchisor," mean Everyday Care Franchise LLC, the franchisor (but not the Franchisor's officers, directors, agents or employees). "You" or "Franchisee" means the person who buys a franchise from us. The term "REEF HEALTH Virtual Franchise" means one REEF HEALTH single-unit franchise. If you are a corporation, partnership or other entity, our Franchise Agreement will also apply to your owners, officers and directors. Unless otherwise indicated, the term "Franchised Business" means a REEF HEALTH Virtual Franchise.

The Franchisor, and any Parents Predecessor and Affiliates

Everyday Care Franchise LLC was formed as an Arizona limited liability company on December 29, 2022. We have no parents or predecessors. We operate under our corporate name, Everyday Care Franchise LLC. We have never offered franchises in any other line of business, and have never engaged in any other business activities. We have no parents "Reef Health" and such other trademarks we authorize ("Marks").

Our principal business and mailing address is 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004. Our telephone number is 1-833-353-REEF. Our agent for service of process is disclosed in Exhibit A.

We have two affiliates:

1. Redirect Health, Inc., a Nevada corporation ("RDH"), formed on April 1, 2022 (converted from Redirect Health, LLC). Its business address is 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004. RDH owns our principal trademarks. RDH will be primarily responsible for the management of healthcare service plans (virtual and direct) sold to clients by REEF HEALTH franchisees. RHC does not offer franchises in any lines of business.
2. Redirect PBM, LLC ("Redirect PBM"), an Arizona limited liability company formed on August 25, 2022. Its business address is 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004. It is anticipated that Redirect PBM will provide or be responsible for managing pharmacy benefits for REEF HEALTH clients. Redirect PBM does not offer franchises in any lines of business.

Our Business

We currently offer one (1) type of Franchise: REEF HEALTH™ single unit virtual franchises, referred to as "REEF HEALTH Virtual Franchises" or "Virtual Franchises"; We began offering REEF HEALTH Virtual Franchises in November of 2024. Neither we nor our affiliates currently own or operate a REEF HEALTH Franchise, however, we or they may in the future.

The Virtual Franchises must operate in compliance with our business operating system (the "System") under the trade name and service mark "REEF HEALTH" and the other trade names, service marks, trademarks, logos, emblems and other indicia of origin that we designate in writing for use by Virtual Franchises operating under the System (collectively, the "Marks"). The System includes our methods and procedures for the establishment, management and operation of Virtual Franchises, including our confidential information, our manuals, the Marks, and other business standards, specifications and policies. The distinguishing characteristics of the System include unique services; uniform standards, specifications, policies and procedures for operations; quality and uniformity of the products and services offered; management and financial control; training and assistance; and advertising and promotional programs, all of which we may change, improve, further develop or otherwise modify from time to time. Virtual Franchises must offer all products and services that we may specify and may not offer any products or services we have not authorized. We are not currently engaged in any other business.

REEF HEALTH Virtual Franchises

Each REEF HEALTH Virtual Franchise will own and operate its own marketing company dedicated to promoting affordable healthcare plans to small to medium-sized businesses. Franchises will focus on leveraging their marketing expertise to reach a broad audience, driving awareness, and handing off the enrollment of the healthcare plans offered through our partnership with Redirect Health to a licensed broker. As compensation, franchisees will receive a flat fee per member per month for each member that signs up. Unlike traditional franchises, REEF HEALTH Virtual Franchises will not be assigned a protected territory, allowing them the flexibility to market and sign up members from any location without geographical restrictions. This open-territory model enables franchisees to maximize their potential reach and revenue by tapping into diverse markets and expanding their customer base beyond traditional boundaries. Franchisees will use innovative marketing strategies and digital tools to connect with potential members, ensuring a scalable and efficient approach to growing their business.

Company Structure

REEF HEALTH Franchisor

The REEF HEALTH Franchisor is a licensed brokerage which acts as the central entity overseeing the franchise network, developing the brand, and ensuring that franchisees have the tools and support they need to succeed. The franchisor is responsible for brand development and marketing, creating the brand identity and marketing strategies that franchisees will use to promote the healthcare plans. Additionally, the franchisor recruits, selects, and trains franchisees, ensuring they are well-equipped to market the healthcare plans effectively. Ongoing support and guidance are provided to franchisees, including marketing materials, sales tools, and training updates. The franchisor also works closely with Redirect Health (RDH) to integrate health plans with the logistics platform and stay updated on any changes in the plans or regulations. Furthermore, the franchisor manages the financial aspects, collecting revenues from member sign-ups and disbursing the appropriate marketing fees to franchisees.

Franchisee (REEF HEALTH Unit Franchise)

Each franchisee operates their own marketing company under the REEF HEALTH brand, focusing on promoting and enrolling members in the healthcare plans powered by Redirect Health (RDH) as well as other benefits REEF HEALTH incorporates into the plans. Franchisees are responsible for marketing the plans to mainly small to medium-sized businesses, using the strategies and materials provided by the franchisor. They will only market the plans and hand their clients off to a licensed broker who can discuss the plans in more detail, make recommendations, and enroll each member onto a plan, ensuring they understand the benefits and features of the plans. Franchisees act as the first point of contact for potential members, providing information and addressing any high-level questions about the plans. They also report their marketing activities and enrollments to the franchisor, ensuring adherence to all marketing guidelines and compliance requirements. Franchisees receive a flat amount per member per month for each new member they sign up, as managed and disbursed by the franchisor.

Redirect Health (RDH)

Redirect Health (RDH) serves as the foundational partner in our franchise model, providing the essential healthcare plans and the logistics platform that supports the delivery of these plans. RDH is responsible for creating and managing comprehensive and affordable healthcare plans that are marketed by the franchisees. They operate the logistics platform that ensures seamless access to 24/7 virtual healthcare and coordinates in-person healthcare services when needed. All our health plans will be powered by RDH to ensure that all health plans comply with state and federal regulations, staying ahead of any changes to maintain compliance. Additionally, RDH provides continuous operational support to ensure the smooth functioning of the healthcare plans and services.

Market and Competition

The target market for REEF HEALTH Virtual encompasses individuals, families, and businesses seeking comprehensive healthcare services. This market is well-established and continuously growing. By opening a REEF HEALTH Virtual Franchise, you will compete with insurance brokers and other entities that sell healthcare plans and services to both individuals and companies. Your competitors may include other health insurance agents, brokers, self-insured models, and various businesses offering similar healthcare solutions.

Laws and Regulations

If you operate a REEF HEALTH Virtual Franchise, you may need to obtain any necessary licenses required by the state where you operate. As you will be primarily marketing the plans, a health insurance broker license may not be necessary in most cases, unless mandated by the state. However, you are responsible for operating in full compliance with all laws that apply to your REEF HEALTH Virtual Franchise.

Item 2 Business Experience

David Berg – Founder and Managing Member

Mr. Berg has been a managing member and the co-founder of Everyday Care Franchise, LLC since it was formed in December 2022. Mr. Berg has been the Chief Executive Officer of Redirect Health, Inc. in Phoenix, AZ since April 2021. Mr. Berg has been the Manager of our affiliate Redirect PBM, LLC in Phoenix, AZ since August 2022.

Paul Johnson – Founder and Managing Member

Mr. Johnson has been a managing member and the co-founder of Everyday Care Franchise, LLC since it was formed in December 2022. Mr. Johnson has been the President of Redirect Health, Inc. in Phoenix, AZ since April 2021.

Matt Hale- President of Franchising

Mr. Hale became the President of Franchising in January of 2024. He was the CEO and Chairman of the Board for ACU Development, LLC in Phoenix, AZ from September of 2016 to June of 2024. Mr. Hale has been the Manager of MSH Consulting LLC in Scottsdale, AZ since May 2017.

Jesse Curry – Chief Development Officer

Mr. Curry has been our Chief Development Officer since June of 2024. Mr. Curry and his firm, MJC & Associates, LLC, serve as an Advisor to Band of Hands, San Diego, CA (July 2022-Present). From May 2017 to September 2021, Mr. Curry was the Vice President of Franchise Development for Eat The Frog Fitness, Issaquah, WA. From July 2013 to August 2017, Mr. Curry was the Regional Developer for Redline Athletics, LLC, Houston, Texas.

Joe Brottman – Chief Creative Officer

Mr. Brottman has been our Chief Creative Officer since August of 2024. Mr. Brottman and his company, The Brottman Agency, serve as Reef Health's Creative Agency (August 2024-Present)

Item 3 Litigation

No litigation is required to be disclosed in this Item.

**Item 4
Bankruptcy**

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

**Item 5
Initial Fees**

Initial Franchise Fee

You must pay us an initial fee ("Initial Franchise Fee") of \$49,500 upon signing your Franchise Agreement for each franchise you purchase. The initial franchise fee is not refundable under any circumstances. There is no financing available from us for the payment of the Initial Franchise Fee. We reserve the right to modify the Initial Franchise Fee in the future to reflect the changing costs of doing business and changes in the value of a REEF HEALTH Virtual Franchise.

**Item 6
Other Fees**

REEF HEALTH Virtual Franchises

Fee	Amount	Due Date	Remarks
Royalty Fee	0%	Monthly	On a monthly basis you will receive of the net revenues for each member you enroll into a health plan.
Local Advertising Spending	\$2,500	As incurred	This amount can be paid to us to help you market or can be used by you in your local market. You will not be required to begin spending this amount until you hit the beginning of your 7 th month being in operation.
Audit Expenses	All costs and expenses associated with audit	On demand	Payable if you fail to timely input financial data in the Office Management Program or fail to submit required reports.
Fee for Sale of Prohibited Products or Services	\$50 per day administrative fee plus the associated royalty fees due and any costs incurred by us	As incurred	Payable if you use, sell or distribute non-authorized products or services in your Unit Franchise.
Technology Fee	Currently \$199	Monthly	We require this fee to be paid by an electronic transfer. This is for access to our CRM, training software, and other technology. We may increase after giving your 30 days' prior written notice.

Fee	Amount	Due Date	Remarks
Insurance Policies	Amount of unpaid premiums and related costs, administrative fees and late charges	On demand	Payable if you fail to maintain required insurance coverage and we obtain coverage for you. See Note 4.
Renewal Fee	25% of the then current Initial Franchise Fee	Upon renewal	Payable upon renewal of the Franchise Agreement.
Transfer Fee	25% of the then-current initial franchise fee	Before transfer completed	Applies to any transfer of the Franchise Agreement, the franchise, or a controlling interest in the franchise. See Note 5.
Legal Costs and Attorney's Fees	All legal costs and attorneys' fees incurred by us	As incurred	Payable if we must enforce the Franchise Agreement, or defend our actions related to, or against your breach of, the Franchise Agreement.
Compliance Fee	\$50 a day plus	As incurred	Payable for each day you remain in violation of any franchise standard after we send you a notice of non-compliance.
Indemnification	All amounts (including attorneys' fees) incurred by us	As incurred	Payable to indemnify us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors, and assigns against all claims, liabilities, costs, and expenses related to your ownership and operation of your franchise.
De-Identification	All amounts incurred by us	As incurred	Payable if we de-identify the franchise upon its termination, relocation, or expiration.
Conference Fee	\$950 per person	As incurred	Tuition for attendance to our annual conference. This fee does not include meals, travel or lodging for any attendees.
Non-Sufficient Funds Fee	\$100	On demand	Paid if we debit your account and our debit is declined or dishonored by your financial institution

Notes

1. **Fee Payment Information.** All fees are imposed by us and are payable to us or our affiliates, except fees to any Regional/Local Marketing Cooperative, which may be payable to us or to the Regional/Local Marketing Cooperative. We had no Regional or Local Marketing Cooperatives as of the date of this Disclosure Document. All fees are nonrefundable, and all are uniformly imposed on similarly situated franchisees currently acquiring a Franchise. We reserve the right to modify these fees in certain

circumstances. You will pay most fees by electronic funds transfer. Payments made by credit card are subject to various additional handling charges of up to 10%.

2. **Compensation.** The compensation structure for REEF HEALTH Virtual Franchises is designed to provide a steady and predictable income stream for franchisees based on their marketing efforts. Franchisees will be rewarded for each new member that successfully enrolls in the healthcare plans offered through our partnership with Redirect Health. The primary component of this compensation is a flat fee paid per member per month, depending on the specific health plan sold. This fee structure ensures consistent and fair compensation for franchisees, incentivizing them to maximize their marketing efforts and expand their customer base.

Compensation will be paid on a monthly basis, with franchisees receiving payments for each active member they have enrolled, based on the agreed-upon flat fee. As the franchisor is a licensed broker, they will handle the processing and disbursement of these marketing payments, ensuring timely and accurate compensation. Detailed reports will be provided to franchisees, outlining the number of members enrolled, the plans selected, and the corresponding marketing compensation.

Franchisees are compensated solely through the flat fee structure and do not share in the overall revenue generated from the healthcare plans. This model allows franchisees to focus on their primary role of marketing affordable health plans.

Franchisees must accurately report their marketing activities with the franchisor providing templates and tools to assist with reporting and ensure consistency. Compliance with all relevant laws and regulations governing the marketing and enrollment of health plans is mandatory, including obtaining any necessary licenses if required by the state in which they operate.

3. **Termination Related Events.** If the franchise agreement expires or terminates, we may give you notice of our interest in purchasing some or all of the assets of the franchised business within 30 days' notice of our election to purchase some or all of the assets of the franchised business within 60 days. If we give you either type of notice, we may appoint a person to oversee the operation of the franchised business by your personnel pending the closing on our purchase of the assets. In addition, during the oversight period, you must pay us a fee for the appointed person and for any persons doing onsite visits (currently \$400 per person, per day) and must reimburse us for the reasonable expenses of the appointed person and any persons doing onsite visits.

If the franchise agreement terminates after we have given you notice of default, because the default is non-curable or you have not cured the default within the appropriate cure period, and if we agree that the franchised business may continue to operate for a reasonable time while you attempt to sell it, we may appoint a person to oversee the operation of the franchised business by your personnel pending the sale of the franchised business. In addition, during the oversight period, you must pay us a fee for the appointed person and for any persons doing onsite visits (currently \$400 per person, per day) and must reimburse us for the reasonable expenses of the appointed person and any persons doing onsite visits.

4. **Insurance Policies.** If you fail to pay the premiums for insurance required to operate your franchise, including but not limited to, general or professional liability insurance, or to include us as an additional insured on such insurance, we may obtain such insurance coverage for you and you will be required to reimburse us within ten (10) days of receipt of a demand for reimbursement from us, together with a \$500 administrative fee per event, and any other fees, including attorneys' fees, incurred by us. We will have the right to debit your account the amounts owed to us for such premiums and fees if you fail to pay us within ten (10) days of our request for reimbursement.
5. **Transfers.** You may be required to reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new owner where a transfer is not finalized, for any reason, and you will be responsible for all expenses we incur including but not limited to attorneys' fees we incur, up to a total of \$2,500. If you are in default of your Franchise Agreement, or any other agreement with us, we may

deny you the right to transfer the License and/or in addition to the Transfer Fee, should we permit the transfer, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default(s), provided that the default(s) is/are curable.

Item 7
Estimated Initial Investment

REEF HEALTH Virtual Franchises

Your Estimated Initial Investment					
Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$49,500	\$49,500	Lump sum	Upon execution of the Franchise Agreement	Us
Opening Inventory (2)	\$2,500	\$2,500	As agreed	Before opening	Vendors
Technology Fee (3) (1 st 3 months)	\$597	\$597	As agreed	As incurred	Us
Licenses & Permits (4)	\$500	\$1,000	As incurred	As incurred	Government agencies
Local Marketing (1 st 3 months) (5)	\$0	\$0	As incurred	As incurred	Vendors
Professional Fees (6)	\$0	\$1,000	As incurred	As agreed	Vendors or Third Parties
Insurance (1 st 3 months) (7)	\$250	\$600	As agreed	Before opening	Insurer
Additional Funds (8) (1 st 3 months)	\$0	\$2,000	As agreed	As incurred	Landlords, Vendors, Employees
Total Estimated Initial Investment	\$53,347	\$56,697	Amount to open, including first 3 months of business		

Notes

1. **Initial Franchise Fee.** The details of the Initial Franchise Fee are described in Item 5, including available financing, and the conditions in which this fee is refundable.
2. **Opening Inventory.** You will need to purchase some initial marketing materials such as business cards, flyers, and brochures as well as a laptop or desktop computer.
3. **Technology Fee.** You will be required to pay a monthly Technology Fee of \$199 for access to our CRM, training software, and other technology.
4. **Licenses & Permits.** You may be required to obtain a business license from the local government agency to operate your REEF HEALTH Virtual Franchise. We have estimated these costs will be between \$500 and \$1,000 just for business licenses depending upon the jurisdiction.

5. **Local Marketing.** You will need to purchase marketing materials or spend the required local marketing with vendors that can assist with promoting your business. We can be that preferred vendor for you. As part of our commitment to supporting franchisee success, we will reinvest a portion of your initial franchise fee into your early-stage marketing efforts. This reinvestment is designed to help you establish a strong foundation in your territory and generate leads without requiring out-of-pocket marketing expenses during the initial months of operation. Specifically, instead of requiring the full \$2,500 per month marketing spend from the outset, franchisees will not be required to meet this minimum threshold until month seven (7) of operations. During the first six (6) months, we will allocate a portion of your franchise fee towards your marketing efforts, effectively reducing your initial financial burden while ensuring you have the necessary resources to launch and grow your business. Starting in month seven (7), franchisees will be responsible for meeting the \$2,500 per month marketing spend requirement. Franchisees will have the flexibility to direct these funds toward approved marketing initiatives independently or leverage the franchisor's centralized marketing platform to maximize reach and effectiveness. This structured approach allows franchisees to scale their marketing efforts strategically while benefiting from the franchisor's expertise and support in lead generation and brand awareness.
6. **Professional Fees.** You may incur legal fees, accounting fees, and other professional fees in order to incorporate your business, perform background checks and personality profiles of potential employees and to perform all necessary tax filings and to set up a small business including a general ledger, tax reports, payroll deposits, etc. These fees will vary by jurisdiction and state.
7. **Insurance.** This is an estimate of insurance premiums for the initial 3 months of business operation. Your costs will vary depending on your market, the amount of coverage you select, and other factors. You must purchase all insurance necessary to operate your franchise.
8. **Additional Funds.** You will need additional capital to support on-going expenses during the initial 3 months after you open for business. The estimate includes items such as advertising fees, additional advertising, bank charges, miscellaneous supplies and equipment, state tax, and other miscellaneous items, that may not be covered by sales revenues. The actual expenses you incur during the start-up period will depend on factors such as how fully you follow our methods and procedures, your management skills, your experience and business acumen, location of your franchise, local economic conditions and market for your product, prevailing wage rate, competition, and sales level reached during this initial period.

Item 8 **Restrictions on Sources of Products & Services**

Except as indicated below, you are not required to purchase or lease products or services from us or our affiliates or from suppliers approved by us or under our specifications.

Required Purchases of Goods and Services

You must purchase certain supplies, insurance, inventory, fixtures, software and other specified items under specifications and standards that we periodically establish in our Operations 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 and support the System. You must purchase such supplies, insurance, etc. required for the operation of your Franchised Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by us, as set forth in the Operations Manual. You are not allowed to purchase any item from an unapproved supplier. When selecting suppliers, we consider all relevant factors, including the quality of the services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. We maintain written lists of approved items (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such suppliers and approved vendors will be listed in the Operations

Manual, which must always be followed, even as modified and updated by us. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, or services.

Approval of Alternative Suppliers

We do not have any specific written criteria for supplier selection and do not intend to prepare one. Therefore, we will not furnish its criteria for supplier approval to Franchisees. If you would like to purchase any products or services from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We will approve or disapprove your request within 30 days of receipt of your written request. We have the right to inspect the proposed supplier's facilities and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier does not continue to meet any of our criteria.

Revenue from Franchisee Purchases

In the year ending December 31, 2024, revenues from sale of required products and services to franchisees was \$0, or approximately 0% of our total revenues of \$0.

The cost of purchasing required products and services to our specifications will represent approximately 95% of your total purchases in establishing your franchise and approximately 5% of your total purchases during the operation of your franchise.

We may receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. In the event we enter agreements with any such suppliers, we anticipate that any revenue or other consideration received will include certain promotional allowances, rebates, volume discounts, and other payments, that may range from 0-10% of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts from standard pricing, and that it may facilitate our ability to pass along a portion of the savings to you.

Advertising Specifications & Restrictions

All marketing and promotion of your business must conform to our standards and specifications. You must submit to us samples of all advertising and promotional materials, including all print materials and desired print vendors, which have not been prepared or previously approved by us. See Items 6 and 11. Your business must participate in promotions and public relations campaigns (e.g., contributions to charitable events) we institute from time to time for all REEF HEALTH Virtual Franchises, or for all REEF HEALTH Virtual Franchises within a particular geographic area.

Pricing

Redirect Health, in collaboration with the franchisor, will establish the prices of the health plans that franchisees will be marketing. These pricing guidelines are designed to ensure consistency, competitiveness, and value in the marketplace, and to support the overall success of the franchise system.

CRM

You must purchase a computer system meeting our specifications (together with the software, referred to as "Computer System") from designated or approved suppliers. We do not currently derive any revenue from your purchase of the Computer System, but reserve the right to do so in the future. You will be required to meet all computer guidelines laid out in the Operations Manual. You must have or maintain high-speed Internet to

operate your franchise. We reserve the right to require you to purchase, install and use proprietary operating software that allows us to download certain sales and other information related to Franchise operations that we specify. We reserve the right to require, upon 30 days' prior written notice to you, that you purchase additional hardware and software meeting our minimum specifications. In the future, you may be required to purchase or lease other proprietary software from us, an affiliate of ours, or from a third party designated by us.

You will be required to pay a monthly Technology Fee of \$199 for a REEF HEALTH Virtual Franchise. The Technology Fee gives you access to our CRM, training software, and other technology. We reserve the right to increase the Technology Fee after giving you 30-day prior written notice but will not exceed \$259 a month.

If we require you to use any proprietary software or to purchase any software from an approved supplier, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. The Computer System is described in more detail in the Operations Manual.

Insurance

You must obtain and maintain insurance as we may specify in the Operations Manual, in addition to any other insurance that may be required by applicable law, or by any lender or lessor. Neither we nor any affiliate of ours will derive revenue as a result of your purchase of insurance. All insurance policies must name us as an additional insured and specifically, "Grantor of the Franchise." You cannot open your franchise location until you have obtained all the required insurance coverage. If you fail to obtain and maintain this insurance coverage, we have the right to obtain it on your behalf and to charge you for the cost-plus interest. We have the right to increase the minimum coverage, decrease the maximum deductible, or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. We must give you at least 30 days' written notice.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements. All reports must be submitted in a timely manner in accordance with the dates we set from time to time.

Item 9 Franchisee's Obligations

This table lists your principal obligations under the Franchise 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.

Obligations		Section(s) in Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	2 & 3	N/A
b.	Pre-opening purchases/leases	3	7
c.	Site development and other pre-opening requirements	2 & 3	7 & 11
d.	Initial and ongoing training	4 & 5	11
e.	Opening	3	7 & 11
f.	Fees	2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 & 16	5, 6, 7, 8 & 11

Obligations		Section(s) in Agreement	Disclosure Document Item(s)
g.	Compliance with standards and policies/operating manual	2, 3, 5 & 10	8, 11 & 12
h.	Trademarks and proprietary information	7 & 9	13 & 14
i.	Restrictions on products/services offered	10	16
j.	Warranty and customer service requirements	10	Not applicable
k.	Territorial development and sales quotas	2 & 3	12
l.	On-going product/service purchases	3, 5, 10 & 11	7, 8 & 11
m.	Maintenance, appearance, and remodeling requirements	10	7, 8 & 11
n.	Insurance	10	6, 7 & 8
o.	Advertising	6 & 11	6, 7 & 11
p.	Indemnification	8	6 & 13
q.	Owner's participation/ management and staffing	4 & 10	11 & 15
r.	Records/reports	12 & 13	6
s.	Inspections/audits	13	6
t.	Transfer	14	6 & 17
u.	Renewal	2	6 & 17
v.	Post-termination obligations	16	17
w.	Non-competition covenants	9	17
x.	Dispute resolution	17	17
y.	Owners/ Shareholders/ Spousal Guarantee	2	15
z.	Other	None	None

Item 10 Financing

We do not offer any direct or indirect financing. We do not guarantee your note, lease or obligations. We are unable to estimate whether you will be able to obtain financing for any of your investment and, if you are able to obtain financing, we cannot predict the terms of the financing. We do not receive payment from any person for obtaining or placing financing.

Item 11
Franchisor's Assistance, Advertising, Computer Systems, & Training

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

Before you open your REEF HEALTH Virtual Franchise for business, we (or our designee) will:

1. Identify the materials, supplies, and services you must use to develop and operate your REEF HEALTH Virtual Franchise, the minimum standards and specifications that you must satisfy in developing and operating the franchise, and the designated and approved suppliers from whom you must or may buy. (*Franchise Agreement § 3.1*)
2. Grant you access to our primary Operations Manual along with other materials which contains our mandatory and suggested specifications, standards and procedures for operating your REEF HEALTH Virtual Franchise. After you have signed your Franchise Agreement, we will give you access to our training tutorials and workbooks via our CRM. These tutorials and posted materials contain proprietary information which you must keep confidential. Exhibit C to this Disclosure Document sets forth the Table of Contents for the Operations Manual which consists of approximately 25 pages, at this time. Our Operations Manual contains our System Standards and information about your other obligations under the Franchise Agreement. (*Franchise Agreement § 5.1-5.2*)
3. Provide you with specifications for the computer system for your REEF HEALTH Unit Franchise. (*Franchise Agreement § 3.4*)
4. No later than 30 days before your REEF HEALTH Unit Franchise opens for business, provide to you, other members of your management team, and any agents you employ, our initial training program for REEF HEALTH Virtual Franchises. (*Franchise Agreement § 5.1*)
6. Maintain a website for the REEF HEALTH Virtual Franchise concept and potentially list your Virtual Franchise and contact information on such a website. (*Franchise Agreement § 11.4*)

During the operation of the franchised business, we (or our designee) will:

1. Provide you with guidance and assistance in the following areas: (a) services authorized for marketing by the REEF HEALTH Virtual Franchise, and specifications, standards, and operating procedures used by REEF HEALTH Virtual Franchises; (b) development and implementation of local advertising; (c) changes in any of the above that occur from time to time; and (g) specify any approved brands, types and/or models. (*Franchise Agreement § 5.1*)
2. Continue lending to you a copy of our Operations Manual. (*Franchise Agreement § 5.1-5.2*)
3. Allow you to use our Marks and confidential information in operating your REEF HEALTH Virtual Franchise. (*Franchise Agreement § 7 & 9*)
4. Pay you compensation for your efforts to market and promote healthcare plans. (*Franchise Agreement § ____*). The compensation is as follows:

REEF HEALTH Virtual Franchisees will be compensated for marketing and promoting Reef Health and RDH EverydayCARE Hospital plans. Compensation is paid based on the number of members enrolled in the plans in the franchisee market. Compensation varies depending on the specific plans. The amount of the compensation payable to the franchisee is as follows:

<u>Plan Type</u>	<u>Franchise Marketing Compensation</u>
Reef Intro	\$5
Reef Foundation	\$16
Reef Premium	\$16
Reef Premium Plus	\$16
RDH EverydayCARE	\$7
RDH EverydayCARE Hospital	\$7

This compensation is calculated and disbursed after the previous month ends, based on the active membership of the plans you have marketed. If a member cancels their health plan or if the sponsoring employer fails to make the required premium payment, compensation to the franchisee will cease or be suspended, as applicable. If a member switches from one plan type to another, the compensation will be adjusted to align with the new plan's compensation rate. If a premium is refunded due to errors or retroactive cancellations, the compensation associated with that plan may be clawed back from future payments to the franchisee. These adjustments will be made based on the amount of compensation received in relation to the refunded premium. Compensation is described in more detail in our Operations Manual. If the active member invites a family member to participate in the Intro plan you will receive the same \$5 marketing compensation. If the active member invites an additional family member to participate in the Foundation, Premium or Premium Plus - you will receive \$6 for each additional family member. For the both RDH plans, you will receive an additional \$3 for each additional family that enrolls in a Reef plan.

We reserve the right to modify, add, or remove any healthcare plans available through the Franchise System at our discretion, in accordance with business needs and market demand. These changes may include, but are not limited to, the introduction of new health and wellness plans, the removal of existing plans, or adjustments to plan structures and benefits. Any changes in plan offerings will be communicated to franchisees in a timely manner, with details provided in the updated operations manual or other written communications.

Your marketing compensation, as outlined in this Franchise Disclosure Document, will not be reduced or negatively impacted by changes in the available healthcare plans. However, we may increase your marketing compensation based on plan performance, market conditions, or annual renewal rates. Any adjustments to marketing compensation will be communicated to you prior to the renewal of your agreement, but we do not guarantee an increase each year.

This flexibility allows us to ensure that the Franchise System remains competitive and adaptable, while maintaining the potential for franchisees to benefit from evolving plan structures and enhanced compensation opportunities.

5. Indemnify you against damages for which you are held liable in any proceeding arising out of your use of our Marks in compliance with the Franchise Agreement, and reimburse you for costs you incur in defending against any such claim. (*Franchise Agreement* § 7.5)
6. As we deem appropriate, provide you with additional, on-going, and supplemental training programs. We may hold mandatory and optional training programs for you and your staff regarding new marketing programs, services, and other appropriate subjects. We may decide to hold these training programs at our own initiative, or in response to your request for additional or special training. We will determine the location, frequency, and instructors of these training programs. We may, but do not currently, charge you a daily attendance fee in an amount to be set by us for each owner, officer, director, manager, or employee of yours who attends any mandatory or optional training program (see Item 6). (*Franchise Agreement* § 4.2)
7. Review and approve or disapprove your advertising, marketing, and promotional materials). (*Franchise Agreement* § 11.2)

8. As we deem advisable, conduct inspections and/or audits of your REEF HEALTH Unit Franchise, including evaluations of its training methods, techniques, and marketing methods. We may provide you with additional guidance and training based on the results of these inspections and/or audits. (*Franchise Agreement* § 13.1)
9. If requested by you, we may provide you with a Corporate Office employee or agent to assist you with the operation of your REEF HEALTH Virtual Franchise at an additional cost. (*Franchise Agreement* § 5.1)

Advertising & Marketing

You are required to contribute to the advertising of your REEF HEALTH Virtual Franchise in your local market area, with a minimum required spend of up to \$2,500 per month. However, to support your initial launch and success, we will reinvest a portion of your initial franchise fee into your marketing efforts, effectively covering this requirement for the first six (6) months of operation. This means you will not be responsible for the \$2,500 per month minimum advertising spend until month seven (7) of operations.

Beginning in month seven (7), you will be required to meet the Minimum Local Advertising Requirement of \$2,500 per month. You may fulfill this requirement by directing funds toward approved marketing initiatives independently or by leveraging the franchisor's centralized marketing platform to maximize reach and effectiveness.

You may only use advertising materials that are approved by us. We have the right to require you to use one or more designated suppliers for your local advertising and may require you to spend all or a portion of the Minimum Local Advertising Requirement with these required suppliers. We reserve the right to collect such amounts directly from you via EFT to pay such required suppliers. Upon request, you must provide us (in a form we approve or designate) evidence of your required local advertising, marketing, and promotional expenditures by the 30th day of each month for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. Any advertising or marketing material that you intend to use must receive prior written approval from us. If you do not receive our written disapproval within 15 days from the date the materials are delivered to us, then the materials will be deemed approved. The approval of the marketing or advertising material is valid for one (1) year.

You may be required to join and participate in any Advertising Cooperative ("Co-op") covering your REEF HEALTH Virtual Franchise that may be established and duly formed as a legal entity. A Co-op is an association of all Franchisees whose Franchised Businesses are located within a Designated Market Area ("DMA"). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in neighboring cities. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for REEF HEALTH Virtual Franchise advertising only and for the mutual benefit of each Co-op member. We have the right to specify the manner in which any Co-ops are organized and governed and to require any and all Co-ops to be legal entities in the state where they are located. Co-ops must operate according to written bylaws which have been approved by us. Co-ops must provide us with a copy of their organizational documents and bylaws before commencing any marketing or other activities. Currently, each Franchisee must contribute to a Co-op according to the Co-op's rules, regulations, and bylaws as determined by its members. While none exist at this time, if franchisor-owned outlets exist within any Advertising Co-Op DMAs, these outlets will contribute in the same amounts as all other franchisees within the same Advertising Co-Op. Amounts contributed to Co-ops may be considered as spent toward local advertising, if appropriately documented and spent according to our defined criteria for local advertising, and therefore may be applied towards the Minimum Local Advertising Requirement.

As of the date of this Disclosure Document, we have no Advertising Co-ops, franchise councils, or advisory boards. We may, at our sole discretion, create, change, or dissolve any advisory councils or similar organizations we have formed or organized.

We, or our designated supplier, may become the required supplier of some or all marketing and advertising services (including digital services) for your REEF HEALTH Virtual Franchise. If we do, you will be required to discontinue using any of your current suppliers for these services upon expiration of any existing contracts for these services, or within 30 days after receiving notice from us, whichever occurs first. Any amounts paid toward marketing and advertising services may be applied toward your Minimum Local Advertising Requirement.

System Website & Social Media

We have established a website to advertise, market and promote REEF HEALTH Virtual Franchises and the franchise opportunity. We may provide you with a web page to promote your business if you provide us with the information that we request. You may not establish your own website or use social media platforms without our prior written consent. You must sign an authorization that grants us the right to change, transfer or terminate your email addresses, domain names, social media platforms and comparable electronic identities that use our trademarks if the franchise agreement expires or is terminated, or if your franchise is not renewed.

Computer-Related Equipment & Software.

You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may include or be limited to us and/or our affiliates). You are responsible for all costs and monthly fees associated with any such software licenses or programs, including any updates. We may periodically modify the specifications for, and components of, the Computer System.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded.

You will be required to purchase and use certain specific hardware and software for the operation of your REEF HEALTH Virtual Franchise. We estimate that the cost for your required hardware necessary for your REEF HEALTH Virtual Franchise will be \$1,000. You will be required to pay a monthly Technology Fee of \$199 if you operate a REEF HEALTH Virtual Franchise. The Technology Fee is to cover your right to access to our CRM, training software, and other technology.

We will have independent access to the information that will be generated and stored on your Computer System. There are no limitations on when or how we may access such information.

Training Program

REEF HEALTH Virtual Franchises

Subject	Classroom / Online Hours	Location
Brand Introduction	0.5	Virtual
State of the Franchise Industry	1.0	Virtual
Health Plan Review	1.0	Virtual
Working with Brokers	1.0	Virtual
Marketing Strategies	1.5	Virtual
Operations	2.0	Virtual

Subject	Classroom / Online Hours	Location
Technology	1.0	Virtual
Total	8	

Jesse Curry will oversee our initial training. He has 35 years of experience in franchising and training. All REEF HEALTH Virtual Franchise training instructors have a minimum experience of 3 years with the above subject matter. You and all required personal must complete training at least 1 month prior to opening your REEF HEALTH Virtual Franchise.

All proprietary tools, training syllabus, employee manual, new hire forms, procedure checklists, marketing collateral, Chart of Accounts, Electronic Training Programs and Confidential Operations Manual will be used as the basis for instruction.

We will conduct all our Initial Training virtually for the Principal Operator(s) after signing the franchise agreement. We provide training at no cost for a total of 2 individuals. We may charge you for initial training for more than 2 people, or for providing repeat initial training to any person who does not complete initial training to our satisfaction in the first instance. Although the successful completion of initial training is mandatory for the Designated Manager, it is also available for additional assistant. Additionally, you will be responsible for hiring and training your own employees and other management personnel at your own cost, which you must hire without assistance from us.

Initial Training will take place virtually and we may periodically require you and your managers to attend additional training that we consider necessary. You may also request additional training from us for a fee. We will conduct this additional training at a mutually agreeable location and may charge you for this additional training. You must pay for all travel costs and living expenses for yourself and your trainees.

In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and franchisee meetings or conferences regarding such topics and at such times and locations as we may deem necessary or appropriate. We also reserve the right to make any of these training programs mandatory for you and/or designated owners, and/or your representatives, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such mandatory training programs, then you or your designated personnel must attend a minimum of seventy-five percent (75%) of the programs offered on an annual basis.

We may periodically provide you with additional operational assistance that we consider necessary, or you may request additional operational assistance from us. We may charge you for this additional operational assistance.

Typical Length of Time Before Operation

REEF HEALTH Virtual Franchises

We expect that you will open for business within 45 days of signing your Franchise Agreement. We will agree on the time you must open your REEF HEALTH Virtual Franchise for business when you sign your Franchise Agreement, but we typically will require you to open no more than 60 days after you sign your Franchise Agreement ("Opening Deadline"). The main factor affecting your opening is completion of your initial training.

Pricing

Redirect Health, in collaboration with the franchisor, will establish the prices of the health plans that franchisees will be marketing. These pricing guidelines are designed to ensure consistency, competitiveness, and value in the marketplace, and to support the overall success of the franchise system.

Item 12 Territory

You will not receive a Protected Territory if you are a REEF HEALTH Virtual Franchise. You will be able to market health plans across the country and upload your leads and customers to our CRM to ensure there isn't overlap of marketing efforts.

Solicitation of Customers

To ensure efficient customer outreach and avoid duplicate efforts among franchisees, all REEF HEALTH Virtual Franchises will be required to use a centralized Customer Relationship Management (CRM) system. This system will track and manage all customer interactions, ensuring that franchisees do not reach out to the same potential customers more than once.

Other Company Reserved Rights

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire, including the right to (1) operate, for our own account, or grant to others the right to operate, REEF HEALTH Virtual Franchises on terms and conditions and at locations we deem appropriate; (2) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by REEF HEALTH Unit Franchises through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; (3) acquire the assets or ownership interest of businesses providing products and services similar to those provided by REEF HEALTH Virtual Franchises, and franchising, licensing, or creating similar arrangements with respect to those acquired businesses, wherever those businesses or their franchisees; and (4) being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided by REEF HEALTH Virtual Franchises.

Item 13 Trademarks

Your right to use the Marks is derived only from the Franchise Agreement and limited to your operating the Franchised Business according to the Franchise Agreement and all System standards we prescribe during its term.

We have applied for registration of the following Marks with the U.S. Patent and Trademark Office ("USPTO") on the Principal & Supplemental Registers. At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

Mark	Application Number	Application Date	Registration Number	Registration Date	Register
REEF HEALTH	98805232	October 16, 2024	Pending	Pending	Principal

However, at this time, we do not have a federal registration for this trademark. Therefore, this 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 alternative trademark, which may increase your expenses.

There are no agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks in a manner material to the franchise. With respect to the Marks, there are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceeding.

We will indemnify and defend you against all claims or actions arising out of your use of the marks as authorized by us, including reasonable attorneys' fees and expenses, if you have properly used the marks. We reserve the right to control any trademark litigation and will be the sole judge whether suit will be brought or settled in any instance when any person or entity infringes the marks. You must notify us within 3 calendar days of any infringement or unauthorized use of the marks of which you become aware and to cooperate with any action that we undertake.

If we decide that it is advisable at any time for you to modify or discontinue the use of any of the marks, or to use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the mark or use one or more additional or substitute trade or service marks within a reasonable time after notice. We will not reimburse you for any expenses you incur to implement such modifications or substitutions. We are not obligated to reimburse you for any loss of goodwill or revenue associated with any modified or discontinued mark, nor are we responsible for any other damages or costs.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to such proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark. Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the franchised business, but you may not use any Mark or part of any Mark as part of your corporate or other legal entity name. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name without our prior written consent. You may not establish, create or operate a social media platform using or containing the Marks without our prior written consent. We retain the sole right to advertise on the Internet and create websites or social media platforms using the "REEF HEALTH Virtual" name and any other names we may designate in the Operations Manual.

Item 14 **Patents, Copyrights & Proprietary Information**

Patents

As of the date of this Disclosure Document, we own no rights in or to any patents that are material to the franchise.

Copyrights

We claim copyright protection covering various materials used in our business and the development, management and operation of REEF HEALTH Virtual, including advertising and promotional materials, the Operations Manual, and similar materials. We have not registered these materials with the United States Registrar of Copyrights, and we are not required to do so. We may register any of the items or copyrightable materials in the future.

There are currently no effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditure you make because of any discontinuance or modification.

Any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must execute those documents (and, if necessary, require your independent contractors to execute those documents) that may be deemed reasonably necessary by us to give effect to this requirement.

Operating Standards Operations Manual & Electronic Training Programs

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Operations Manual and our Electronic Training Programs (ETP). We will give you access to the Operations Manual & ETP for the term of the Franchise Agreement.

If you choose to keep a physical copy of the Operations Manual, you must keep your copy current and in a secure location at the Franchised Business. The Operations Manual & ETP contents are confidential and you may only divulge this information to employees who need to know its content. You may not, without prior written approval from us, download and/or save local copies of any of the ETP. You may not at any time, copy duplicate, record, or otherwise reproduce any part of the Operations Manual, or let any unauthorized person have access to these materials.

We may periodically revise the contents of the Operations Manual & ETP, and you must make corresponding revisions to your copy and comply with each new or modified standard. If there is ever a dispute as to its contents, our master copy of the Operations Manual & ETP will be controlling.

Confidential Information

The Franchise Agreement requires you to maintain all Confidential Information of REEF HEALTH Virtual Franchise as confidential both during and after the term of the Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Operations Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us. Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement.

Item 15

Obligation to Participate in the Actual Operation of the Franchised Business

Franchisees are expected to participate in the direct operation of their franchise. If they cannot, then they are obligated to have a fully trained Manager operate the franchise. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Franchise Agreement requires that you, or a designated Manager, be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Franchised Business. While in most cases Franchisees may seek additional assistance for the labor-intensive portions of the business, we have built our reputation on Franchisee participation and believe it is crucial for continued success.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by us. All subsequent Managers must be trained fully according to our standards by either the Franchisee or us. However, we may charge a fee for this additional training.

Each individual who holds an ownership interest in the Franchisee must personally guarantee all of the obligations of the Franchisee under the Franchise Agreement. (See Exhibit 2 to the Franchise Agreement for the form of Guaranty and Assumption of Obligations.) The Guaranty and Assumption of Obligations must be executed by the franchisee, and all its owners, partners, etc. You must submit your operating agreement and statement of legal formation if you are an LLC and the appropriate co-owner documents if you are incorporated. You are obligated to maintain them in good standing and submit copies of the by-laws and resolutions as may be required.

Your owners, officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Confidential Information must sign nondisclosure and non-competition agreements in a form the same as or similar to the nondisclosure and non-Competition agreement included in the Operations Manual, subject to applicable law. We will be a third party beneficiary with the right to enforce the agreements. You may not transfer any interest in the Franchise, the franchise agreement, or any entity that owns the Virtual Franchise, without our prior written consent.

Item 16

Restrictions on What the Franchisee May Sell

You must operate the Franchised Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Operations Manual and in other writings by us from time to time.

We require you to offer and market only those goods and services that we have approved. We maintain a written list of approved goods and services in our Operations Manual, which we may change from time to time. If you sell unapproved goods or services or fail to report them, we have the right to charge you fees, and if you continue to do so after written notice is given to you, we may terminate your franchise.

You must offer all goods and services that we designate as required for all franchises. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we will allow you to offer certain services.

We reserve the right to designate additional required or optional goods and services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements. There are no express limitations on our right to designate additional or operational goods and services; however, such goods and services will be reasonably related to our franchise system or model.

We do not currently have any restrictions or conditions that limit access to customers to whom the franchisee may market to.

Item 17
Renewal, Termination, Transfer & Dispute Resolution

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the Franchise Agreement. You should read these provisions in the agreements attached to this Disclosure Document

Provision	Section(s) in Agreement	Summary
a. Length of the franchise term	Section 2.1	5 years
b. Renewal or extension	Section 2.5	Your renewal rights permit you to remain a franchisee after the initial term of your Franchise Agreement expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to 4 renewal term of 5 years.
c. Requirements for franchisee to renew or extend	Section 2.5	You must: be in compliance with your Franchise Agreement; given notice to us of your intent to renew between 180-360 days prior to the expiration of the initial term of the franchise; sign a new Franchise Agreement in our then-current form which may include terms and conditions materially different from those in the original Franchise Agreement; sign general release of claims (in a form substantially similar to that attached in <u>Exhibit K</u>) against us and related parties; pay the applicable renewal fee (see Item 6); cure any defaults; and pay all amounts owed to us.
d. Termination by franchisee	None	None
e. Termination by franchisor without cause	None	None
f. Termination by franchisee with cause	Section 15	Various breaches of Franchise Agreement.
g. "Cause" defined – curable defaults	Section 15	1) you fail to comply with any state and federal regulations, other than those covered by subsection Section 15(f), and do not cure the failure within twenty (20) days after written notice is given to you; or 2) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or 3) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or 4) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement,

Provision	Section(s) in Agreement	Summary
		standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.
h. "Cause" defined – non-curable defaults	Section 15	<ul style="list-style-type: none"> (a) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or (b) you abandon, surrender, transfer control of, or do not actively operate the Franchise; or (c) you or your Principal Owners make any unauthorized use of the Marks, including but not limited to using the Marks in any unapproved advertising, social media, website, or in any other unapproved manner, and fail to cure such unauthorized use within ten (10) days written notice; (d) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or (e) you fail to maintain any licenses or permits necessary for the operation of the Franchise and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (f) you or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (g) you are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise,

Provision	Section(s) in Agreement	Summary
		<p>and/or the goodwill associated with the Marks; or</p> <p>(h) you (or any of your owners) have made or knowingly make a materially false or incomplete statement in any report submitted to us;</p> <p>(i) we discover that you knowingly made a materially false or incomplete statement to us to obtain the Franchise;</p> <p>(j) you (or any of your owners) participate in inter-term competition contrary to Section 9.3</p> <p>(k) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or</p> <p>(l) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment; or</p> <p>(m) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or</p> <p>(n) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or</p> <p>(o) you or any of your Principal Owners receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you. Whether or not such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure; or</p> <p>(p) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or</p>

Provision	Section(s) in Agreement	Summary
		operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.
i. Franchisee's obligations on termination/non-renewal	Section 16	Includes payment of money owed to us, return of printed copies of the Operations Manual, cancellation of assumed names and transfer of phone numbers, cease using Proprietary Marks, cease operating Franchised Business, no confusion with Proprietary Marks, our option to purchase your inventory and equipment, and our option to purchase your Franchised Business.
j. Assignment of contract by franchisor	Section 14.3	No restriction on right to transfer.
k. "Transfer" by franchisee – defined	Section 14	Includes assignment of Franchise Agreement, sale or merger of business entities, transfer of corporate stock, death of Franchisee, or majority owner of Franchisee.
l. Our approval of transfer by you	Section 14.4	You need the Franchisor's approval to transfer REEF HEALTH Unit Franchise ownership or any fractional ownership interest.
m. Conditions for our approval of transfer by you	Section 14.5	New owner must have sufficient business experience, aptitude and financial resources to operate the franchise; you must pay all amounts due us or our affiliates; new owner and its director must successfully complete our initial training program; the new franchisee and its owners must execute a guaranty in our favor; your landlord must consent to transfer of the lease, if any; you must pay us the applicable transfer fee; you and your Owners must sign a general release in favor of us, our affiliates, and our and their officers, directors, employees and agents; if applicable, the new owner must agree to remodel to bring the franchise to current standards; new owner must assume all obligations under your Franchise Agreement or, at our option, sign a new Franchise Agreement using our then-current form; the new franchisee and its owners must execute a guaranty in our favor;
n. Our right of first refusal to acquire your business	Section 14.6	We have the option to match any offer for your Franchised Business.
o. Our option to purchase your business	Section 16.6	We have the option to purchase your Franchised Business upon termination or non-renewal.
p. Death or disability of you	Section 14.5	Franchise must be assigned by estate to approved buyer within one hundred and eighty (180) days.
q. Non-compete covenants during the term of the franchise	Section 9.3	You cannot be involved in a competitive business during the term of the Agreement.

Provision	Section(s) in Agreement	Summary
r. Non-compete covenants after the franchise is terminated or expires	Section 9.3	No involvement in competing business for twenty-four (24) months
s. Modification of the agreement	Section 20	Must be in writing by both sides.
t. Integration/merger clause	Section 20	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.9	Except for certain claims, we and you must mediate all disputes in Maricopa County, Arizona.
v. Choice of forum	Section 17.11	Unless contrary to applicable state law: Mediation at the American Arbitration Association offices nearest to our principal place of business, except actions for monies owed, injunctive relief, or relief related to real property, the Marks or confidentiality information. Venue for any litigation is the state courts in Maricopa County, Arizona, and Federal Courts for the U.S. District Court for the District of Arizona. (subject to state law).
w. Choice of law	Section 17.11	Arizona law governs, except for matters regulated by the United States Trademark Act (subject to state law).

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Appendix VII, State Specific Addenda, to the Franchise Agreement.

Item 18 Public Figures

We currently do not use any public figure to promote our franchises. You have no right to use the name of any public figure for purposes of promotional efforts, advertising or endorsements, except with our prior written consent. No public figure has any investment in the System or us.

Item 19 Financial Performance Representations

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

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 such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jesse

Curry, Chief Development Officer, Everyday Care Franchise LLC, 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004, (480)-, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
Outlets & Franchisee Information

REEF HEALTH Virtual Franchises

Table 1
System-wide Outlet Summary
for Years 2022 to 2024

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table 2
Transfers of Outlets from Franchises to New Owners (Other than the Franchisor)
for Years 2022 to 2024

State(s)	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Arizona	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	1
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	1

Table 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in 2025	Projected New Company-Owned Outlets in 2025
Arizona	0	4	0
Nebraska	0	3	0
Texas	0	4	0
Total	0	11	0

Item 21
Financial Statements

Attached to this Disclosure Document as Exhibit D are our unaudited financials as of March 25th, 2025. We have not been in business for three years or more, and cannot include all the financial statements required by the rule for its last three fiscal years.

Item 22
Contracts

Attached are copies of the following agreements relating to the offer of the franchise:

Franchise Agreement	Exhibit B
Franchisee-Specific Terms	Appendix I
Payment & Performance Guarantee	Appendix II
Non-Disclosure & Non-Compete Agreement	Appendix III
State Specific Addendums	Appendix IV
Closing Acknowledgments/	
Franchise Disclosure Questionnaire	Appendix V
Security Agreement	Appendix VI
Lease Addendum & Collateral Assignment of Lease	Exhibit F
SBA Addendum	Exhibit G
Management Services Agreement	Exhibit H
Required Vendor Agreements	Exhibit I
Transfer Agreement	Exhibit K
General Release	Exhibit L
Acknowledgment of Receipts	Exhibit M

Item 23
Receipts

Two copies of an acknowledgement of your receipt of this Franchise Disclosure Document are attached hereto as Exhibit M. Please sign both, return 1 copy to us, and retain the other for your records.

**Directory of Franchise Regulators,
State Administrators,
& Agents for Service of Process**

Exhibit A

Federal
 Federal Trade Commission
 Division of Marketing Practices
 Seventh and Pennsylvania Avenues, N.W. Room 238
 Washington, DC 20580
 202-326-2970

State Franchise Regulators

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner Department of Financial Protection and Innovation Suite 750 320 West 4 th Street Los Angeles, CA 90013 (213) 576-7505	Commissioner Department of Financial Protection and Innovation Suite 750 320 West 4 th Street Los Angeles, CA 90013 (213) 576-7505
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913

MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7 th Place East Suite 500 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st FL New York, NY 10005 (212) 416-8236	Secretary of State State of New York 99 Washington Avenue Albany, New York 11231
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation Floor Division of Securities 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 445 East Capitol Pierre, SD 57501 (605) 773-4823	Director of South Dakota Division of Securities 445 East Capitol Pierre, SD 57502
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 And United Corporate Services, Inc. 700 East Main Street, Suite 1700 Richmond, VA 23218
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501

WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703
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FRANCHISE AGREEMENT

Exhibit B

EVERYDAY CARE FRANCHISE LLC
FRANCHISE AGREEMENT

License #: _____

Principal Operator: _____

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Appendix

- I. Franchisee Specific Terms
- II. Payment & Performance Guarantee
- III. Non-Disclosure Agreement
- IV. State Specific Addendums
- V. Closing Acknowledgments/Franchise Disclosure Questionnaire
- VI. Security Agreement

Everyday Care Franchise LLC

Franchise Agreement

THIS AGREEMENT is made and entered into on the date specified on Appendix I (the "Effective Date") by and between Everyday Care Franchise LLC, an Arizona Limited Liability Company, with its principal place of business at 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004 (hereinafter referred to as "Franchisor"); and the party listed on Appendix I to this Agreement (hereinafter referred to as "Franchisee").

1. Introduction

This Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations the Agreement covers before you sign it. This Agreement includes several exhibits, all of which are legally binding and are an integral part of the complete Franchise Agreement. In this Agreement, we refer to Everyday Care Franchise LLC, as "we," "us," or the "Franchisor." We refer to you as "you" or "Franchisee." If you are a corporation, partnership or limited liability company, you will notice certain provisions that are applicable to those principal shareholders, partners or members on whose business skill, financial capability and personal character we are relying in entering into this Agreement. Those individuals will be referred to in this Agreement as "Owners."

Through the expenditure of considerable time, effort and money, we and our affiliates have devised a system for the establishment and operation of one (1) single-unit franchises under the REEF HEALTH trademarks, referred to as REEF HEALTH Virtual Franchises. The REEF HEALTH Virtual Franchise will own and operate its own marketing company dedicated to promoting affordable healthcare plans to individuals, families, and small to medium-sized businesses. Franchises will focus on leveraging their marketing expertise to reach a broad audience, driving awareness, and handing off the enrollment of the healthcare plans offered through our partnership with Redirect Health to a licensed broker. As compensation, franchisees will receive a flat fee per member per month for each member that signs up. Unlike traditional franchises, REEF HEALTH Virtual Franchises will not be assigned a protected territory, allowing them the flexibility to market and sign-up members from any location without geographical restrictions. This open-territory model enables franchisees to maximize their potential reach and revenue by tapping into diverse markets and expanding their customer base beyond traditional boundaries. Franchisees will use innovative marketing strategies and digital tools to connect with potential members, ensuring a scalable and efficient approach to growing their business.

REEF HEALTH Virtual Franchises must operate in compliance with our business operating system (the "System") under the trade name and service mark "REEF HEALTH" and the other trade names, service marks, trademarks, logos, emblems and other indicia of origin that we designate in writing for use by REEF HEALTH Virtual Franchises operating under the System (collectively, the "Marks"). The System includes our methods and procedures for the establishment, management and/or operation of each type of REEF HEALTH Virtual Franchise, including our confidential information, our manuals, and other business standards, specifications and policies. The distinguishing characteristics of the System our name, website, vendor partnerships, and unique services; uniform standards, specifications, policies and procedures for operations; quality and uniformity of the products and services offered; procedures for marketing, training and assistance; and advertising and promotional programs, all of which we may change, improve, further develop or otherwise modify from time to time. REEF HEALTH Virtual Franchises must market all products and services that we may specify and may not offer any products or services we have not authorized.

From time to time we grant to persons who meet our qualifications, franchises to own and/or operate a REEF HEALTH Virtual Franchise. This Agreement is being presented to you because of the desire you have expressed to obtain the right to develop, own, and operate a REEF HEALTH Virtual Franchise (sometimes referred to as a "Franchise" or "Franchised Business"). In signing this Agreement, you acknowledge that you have conducted an independent investigation of the REEF HEALTH Virtual franchise model, and recognize and acknowledge that, like any other business, the nature of it may evolve and change over time, AND that an

investment in a REEF HEALTH Virtual Franchise involves business risks, and that the success of this business venture is primarily dependent on YOUR business abilities and efforts.

We expressly disclaim making, and you acknowledge that you have not received, nor have you relied on, nor consider any of the information supplied to be any guarantee, express or implied, as to your potential revenues, profits, performance or likelihood of success of the REEF HEALTH Virtual Franchise contemplated by this Agreement. You acknowledge that there have been no representations by us or our affiliates or our or their respective officers, directors, members, employees, or agents that are inconsistent with the statements made in our current Franchise Disclosure Document ("FDD") concerning the Franchised Business, or the provisions of this Agreement. You further represent to us, that as an inducement of our entering into this Agreement with you, there have been no misrepresentations to us in your application for the rights granted by this Agreement, or in the financial information provided by you and your Owners.

2. Grant of Franchise

2.1 Term. You have applied for a franchise to own and operate a REEF HEALTH Virtual Franchise, and we have approved your application in reliance on all of the representations you made in that application. As a result, and subject to the provisions of this Agreement, we grant to you a Franchise to operate a REEF HEALTH Virtual Franchise that market the products, services, and proprietary programs of ours, all to be used in accordance with all elements, rules and regulations of the System, that we may require for REEF HEALTH Virtual Franchises and in accordance with all manner of law and applicable regulations, including those relating to the medical profession if you will operate a REEF HEALTH Virtual Franchise.

You are not required to operate your REEF HEALTH Virtual Franchise from any particular location. However, you must provide is an address where you will operate (the "Premises"). You must operate your REEF HEALTH Virtual Franchise according to our System and use our Marks in the operation of your Franchise for a term of five (5) years (the "Initial Term") in strict accordance with this Agreement. The Initial Term will begin on the Agreement Date. Termination or expiration of this Agreement will constitute a termination or expiration of your Franchise. (All references to the "term" of this Agreement refer to the period from the Agreement Date to the date on which this Agreement actually terminates or expires.)

2.2 Full Term Performance. You specifically agree to be obligated to operate the Franchise, perform the obligations of this Agreement, and continuously exert your best efforts to promote and enhance the business of the Franchise for the full term of this Agreement.

2.3 Selection of Premises and Territory; As franchisee of REEF HEALTH Virtual, you have the flexibility to operate your business without the need to lease a traditional office space. You can choose to work from your home or any other location that suits your needs. This model allows you to reduce overhead costs and operate your business in a manner that fits your lifestyle. We will not approve or disapprove where you operate from.

Unlike traditional franchises, REEF HEALTH Virtual Franchises do not come with protected territories. This means you are free to market and sign up members from any location, without geographical restrictions. This open-territory model maximizes your potential reach and revenue by allowing you to tap into diverse markets and expand your customer base beyond traditional boundaries.

While we will not provide you with a designated protected territory, this also means you are not limited by specific geographic boundaries, allowing you to pursue opportunities wherever they arise. You may face competition from other franchisees, company-owned outlets, or other channels of distribution, but this structure enables you to compete effectively by leveraging your unique marketing strategies and personal connections.

2.4 Renewal of Franchise.

a. Franchisee's Right to Renew. Subject to the provisions of subsection 2.6(b) below, and provided you are not in default of any material terms of this Agreement or any other agreement(s) you may have with us, and if you are in compliance with all provisions of this Agreement and all other agreements between us, then upon the expiration of the Initial Term, you will have the right to renew the Franchise for four (4) additional term of five (5) years (the "Renewal Term").

b. Notice of Deficiencies and Other Requirements. At least one (1) year before the expiration of the Initial Term, we agree to give you written notice of any deficiencies in your operation or in the historical performance, marketing and revenue generation of the Franchise that could cause us not to renew the Franchise. Such notice will state what actions, if any, you must take to correct the deficiencies in your operation of the Franchise, and will specify the time period in which those deficiencies must be corrected, or other requirements satisfied so that we may grant a renewal. Renewal of the Franchise will be conditioned upon your correction of the cited deficiencies and on your compliance with all the terms and conditions of this Agreement up to the date of expiration. If you are in default of any provisions of the Agreement or related agreements, you will not be granted a right to renew your Franchise. If we send a notice of non-renewal, it will state the reasons for our refusal to renew.

c. Renewal Agreement. Should you choose to seek to renew the Franchise, you must provide us with written notice of that intent no earlier 360 days and no later than 180 days before the expiration of the Initial Term. Should you be granted a right to renew the Franchise as set forth above, the Franchisor, you and your Owners must execute the then current form of Franchise Agreement and any ancillary agreements with appropriate modification memorializing that a renewal fee will be due and payable and not the current, initial franchise fee. Said renewal fee shall equal 25% of the then-current initial franchise fee for a REEF HEALTH Virtual franchise.

2.5 Personal Guaranty by Owners. Each of the Owners will be required to execute a personal guaranty (the "Guaranty"), guaranteeing the Franchisee's liabilities and obligations to the Franchisor. A copy of the Guaranty and Assumption of Obligations is incorporated herein as Appendix II.

3. Development & Opening of the Franchise

3.1 Opening Timeline.

(a) Unless we agree otherwise, you must open your franchise for business no later than the Opening Deadline set forth in Appendix I to this Agreement. If no Opening Deadline is set forth in Appendix I, then the Opening Deadline shall be deemed to be sixty (60) days from the Agreement Date. If you are delayed from opening your Virtual Franchise by the Opening Deadline, you must immediately provide us with a written request to extend the deadline, which we may grant or withhold in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the Opening Deadline, if you do not open your Franchise for business by the Opening Deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of such default, you must cure such default by opening your Franchise for business no more than ninety (90) days after receipt of such notice, or one hundred and eighty (120) days after the Opening Deadline, whichever occurs first. If you fail to cure your default, we have the right to immediately terminate your Franchise.

3.2 Development of the Franchise. You agree at your own expense to do the following by the Opening Deadline: (1) secure all financing required and operating and development capital to develop, fund and operate the Franchise in accordance with this Agreement and the System; (2) obtain all required marketing materials

and business permits and licenses and any other required permits and licenses necessary to operate a Virtual Franchise (3) cause the training requirements of Section 4 to be completed; (4) purchase an opening inventory supplies; (5) provide proof, in a form satisfactory to us, that you (and/or your General Manager, as defined in Section 4.1, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by your Franchise (6) provide proof, in a format satisfactory to us, that you have obtained all required insurance policies, and have named us, as an additional insurance under all such policies; (7) complete any other acts and requirements necessary to open the Franchise for business, including those set forth in our Operations Manual; (8) obtain our approval to open the Franchise for business; and (9) open the Franchise for business.

3.3 Franchise Opening. You agree not to open the Franchise for business until: (1) all of your obligations under Sections 3.1 through 3.2 of this Section have been fulfilled; (2) you and any of your Franchise employees whom we require to complete our pre-opening Initial Training (as defined herein) to our satisfaction; (3) the Initial Franchise Fee (as defined in Appendix I) and all other amounts due to us have been paid; (4) you have furnished us with copies of all insurance policies required by Section 10.8 of this Agreement, or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; (5) you have provided us with proof of any required licenses; and (6) we have approved any marketing, advertising, and promotional materials you desire to use, as provided in Section 11.2 of this Agreement

4. Training

4.1 General Manager. At your request, we may, but are not obligated to, agree for you to employ a general manager to operate the Franchise ("General Manager"). The term "General Manager" means an individual with primary day-to-day responsibility for the Franchise's operations, and may or may not be you (if you are an individual) or an Owner, officer, director, or employee of yours (if you are other than an individual). The General Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise's operations, and must have full authority from you to implement the System at the Franchise. You must not hire any General Manager or successor General Manager without first receiving our written approval of such General Manager's qualifications. Each General Manager and successor General Manager must attend and complete our Initial Training (as defined herein). No General Manager may have any interest in or business relationship with any business competitor of your franchise. Each General Manager must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. If we determine, in our sole discretion, during or following completion of the Initial Training program, that your General Manager (if any) is not qualified to act as General Manager of the Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

4.2 Training. You acknowledge that it is very important to the operation of the Franchise that you and your employees receive appropriate training. To that end, you agree as follows:

(a) No later than thirty (30) days before the Franchise opens for business, you must attend our initial, virtual training program for your Franchise (the "Initial Training"). You (if you are an individual) or at least one of your Owners (if you are a legal entity) must complete the Initial Training to our satisfaction. If you employ a General Manager other than yourself or one of your Owners, that General Manager must also complete the Initial Training to our satisfaction. Other employees may complete the Initial Training at your sole discretion and expense, provided you first obtain our approval and subject to availability of facilities and materials. The Initial Training will be held virtually. There will be no tuition charge for the persons whom we require to attend any Initial Training program or for any additional personnel of your choosing. All persons who attend our Initial Training must attend and complete the Initial Training to our satisfaction.

(b) You agree to attend, or to have your General Manager (if applicable) and/or other employees who you have had attend our Initial Training, complete such additional training programs at places and times as we may request from time to time during the term of this Agreement.

(c) In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and franchisee meetings regarding such topics and at such times and locations as we may deem necessary or appropriate. We also reserve the right to make any of these training programs mandatory for you and/or designated owners, and/or representatives of yours, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such mandatory training programs, then you or your designated personnel must attend a minimum of seventy-five percent (75%) of the programs offered on an annual basis.

(d) We may require your employees to periodically and on an ongoing basis, take and pass online computer training courses.

(e) The Franchise's General Manager (if any) and other employees shall obtain all certifications and licenses required by law in order to perform their responsibilities and duties for the Franchise.

5. Guidance; Operations Manual; Compensation

5.1 Guidance and Assistance. During the term of this Agreement, we may from time to time furnish you guidance and assistance with respect to: (1) specifications, standards, and operating procedures used by REEF HEALTH Virtual franchises; (2) purchasing approved materials and supplies; (3) development and implementation of local advertising and promotional programs; (4) general operating and management procedures; (5) establishing and conducting employee training programs for your Franchise; and (6) changes in any of the above that occur from time to time. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, operations manuals and other written materials (the "Operations Manual").

5.2 Operations Manual. The Operations Manual we lend to you will contain mandatory and suggested specifications, standards, and operating procedures that we prescribe from time to time for your Franchise, as well as information relative to other obligations you have in the operation of the Franchise. The Operations Manual may be composed of or include audio recordings, video recordings, or other digital or electronic formats, and/or other written or intangible materials. We may make all or part of the Operations Manual available to you through various means, including the Internet. A previously delivered Operations Manual may be superseded from time to time with replacement materials to reflect changes in the specifications, standards, operating procedures and other obligations in operating the Franchise, you must keep your copy of the Operations Manual current. If you and we have a dispute over the contents of the Operations Manual, then our master copy of the Operations Manual will control. You agree that you will not at any time copy any part of the Operations Manual, permit it to be copied, disclose it to anyone not having a need to know its contents for purposes of operating your Franchise, or remove it from the Franchise location without our permission.

5.3 Compensation. You will be compensated by us for your efforts as a REEF HEALTH Virtual Franchisee as follows:

You will be compensated for marketing and promoting Reef Health and RDH EverydayCARE Hospital plans. Compensation is paid based on the number of members enrolled in the plans that you successfully market. Compensation varies depending on the specific plans. The amount paid for each member is set forth below:

<u>Plan Type</u>	<u>Franchise Marketing Compensation</u>
Reef Intro	\$5
Reef Foundation	\$16
Reef Premium	\$16
Reef Premium Plus	\$16
RDH EverydayCARE	\$7
RDH EverydayCARE Hospital	\$7

This compensation is calculated and disbursed after the previous month ends, based on the active membership of the plans you have marketed. If a member cancels their health plan or if the sponsoring employer fails to make the required premium payment, compensation to the franchisee will cease or be suspended, as applicable. If a member switches from one plan type to another, the compensation will be adjusted to align with the new plan's compensation rate. If a premium is refunded due to errors or retroactive cancellations, the compensation associated with that plan may be clawed back from future payments to the franchisee. These adjustments will be made based on the amount of compensation received in relation to the refunded premium. Compensation is described in more detail in our Operations Manual. If the active member invites a family member to participate in the Intro plan you will receive the same \$5 marketing compensation. If the active member invites an additional family member to participate in the Foundation, Premium or Premium Plus - you will receive \$6 for each additional family member. For the both RDH plans, you will receive an additional \$3 for each additional family that enrolls in a Reef plan.

We reserve the right to modify, add, or remove any healthcare plans available through the Franchise System at our discretion, in accordance with business needs and market demand. These changes may include, but are not limited to, the introduction of new health and wellness plans, the removal of existing plans, or adjustments to plan structures and benefits. Any changes in plan offerings will be communicated to franchisees in a timely manner, with details provided in the updated operations manual or other written communications.

Your marketing compensation, as outlined in this Franchise Disclosure Document, will not be reduced or negatively impacted by changes in the available healthcare plans. However, we may increase your marketing compensation based on plan performance, market conditions, or annual renewal rates. Any adjustments to marketing compensation will be communicated to you prior to the renewal of your agreement, but we do not guarantee an increase each year.

This flexibility allows us to ensure that the Franchise System remains competitive and adaptable, while maintaining the potential for franchisees to benefit from evolving plan structures and enhanced compensation opportunities.

5.4 Modifications to System. We will continually be reviewing and analyzing developments in the marketing healthcare industry, and based upon our evaluation of this information, may make changes in the System, including but not limited to, adding new components to services marketed for REEF HEALTH Virtual franchises. Moreover, changes in laws regulating the services offered by REEF HEALTH Virtual franchises may (a) require us to restructure our franchise program, (b) require your General Manager (if any), (c) require you to retain or establish relationships with additional professionals and specialists in the insurance broker industry.

5.5 Advisory Councils. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for REEF HEALTH Virtual franchises. We may, in our sole discretion, change or dissolve any advisory councils or similar organization we have formed or organized.

6. Fees & Costs

6.1 Initial Franchise Fee. You agree to pay us the initial franchise fee of Forty thousand Dollars (\$49,500) (the "Initial Franchise Fee") when you sign this Agreement. In recognition of the expenses we incur in furnishing assistance and services to you, you agree that we will have fully earned the Initial Franchise Fee, and that is due and non-refundable when you sign this Agreement.

6.2 Local Advertising.

By Franchisee: In addition to the Advertising Fees set forth in Section 6.3, which will be used by us to promote REEF HEALTH Virtual on a regional and national level, you agree to spend a certain amount per month on advertising in your local market area. This amount is Two Thousand Five Hundred Dollars (\$2,500) per month. We may require you to use one or more approved suppliers or vendors for your local advertising. All proposed local advertising materials and strategies must be submitted to and approved by us prior to entering into any advertising agreements. Upon our request, you must provide us (in a format we approve or designate) evidence of your required local advertising, marketing, and promotional expenditures by the thirtieth (30th) day of each month, for the preceding calendar month, along with a year-to-date report detailing the total amount spent on local advertising.

(a) Local and Regional Advertising Cooperative. In the event that more than one REEF HEALTH Virtual franchise is located in a Designated Market Area ("DMA"), we reserve the right to form, or require you and the other Unit Franchisees in the DMA to form, a local or regional advertising cooperative (the "Ad Co-op"). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. We may require you to join any Ad Co-op and contribute to its funding. The amount you pay to your Ad Co-op is determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.4(a) and 11.2.

6.3 Software and Programming Fees. You are responsible for all costs associated with the purchase and installation of your Computer System necessary to operate your franchise. For each month during the term of this Agreement, you will be required to pay us a Technology Fee for the continued use and access to our CRM, training software, and other technology. The Technology Fee will be debited from the Account on the fifth (5th) day of each month for the preceding month. We reserve the right to increase the Technology Fee upon providing you thirty (30) days' prior written notice, after which time, the new amount will be automatically debited from your account.

Our Technology Fee does not include the monthly cost to purchase and/or maintain additional software that you may be required to use in the future to operate your franchise to comply with applicable laws and regulations, such as PCI data security software or software to protect patient or customer data. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your franchise.

You must have commercially appropriate high speed internet access, 24 hours a day/7 days a week, as designated in the Operations Manual, beginning at least 30 days before the anticipated opening of the franchised business, which will permit us to provide pre-opening assistance and training to you, and will permit you to communicate with your customers, to connect on-line with us in order to transfer data and to adequately run the webcam system. You may use any Internet service provider (ISP) of your choosing that provides high speed dedicated access. You must utilize your corporate issued REEF HEALTH Virtual email for your Unit Franchise related electronic communications. We will have independent access to your computer system. We have the right to independently access all information you collect or compile at any time without first notifying you. As the Franchisor, we follow all HIPAA related laws, when accessing your computer system to ensure the most secure file maintenance possible.

6.4 Administrative Fees. In the event that you market or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of One Hundred Dollars and No/100 Dollars (\$100.00) per day, any royalty due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products if you do not cure such default within ten (10) days of receipt of notice from us of your violation. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Unit Franchise and this Agreement if you use, sell, distribute or give away unauthorized services or products on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cease such activities.

6.5 Non-Compliance Fee. You must pay us a compliance fee of Five Hundred Dollars and No/100 Dollars (\$500.00) per day per violation, and any amounts we incur due to or as a result of your violation of any franchise standard, if you do not cure such violation(s) within ten (10) days of receipt of notice from us of your violation(s). You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Unit Franchise and this Agreement if have violated any franchise standard on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cure such violations.

6.6 Late Payments. Any amounts due from you for purchases from us or our affiliates, and other amounts which you owe us or our affiliates (unless otherwise provided for in a separate agreement between us or our affiliates) will begin to accrue interest after their respective due dates at the lesser of (i) the highest commercial contract interest rate permitted by state law, and (ii) the rate of eighteen percent (18%) per annum. Payments due us or our affiliates will not be deemed received until such time as funds from the deposit of any check by us or our affiliates is collected from your account and has cleared. You acknowledge that the inclusion of this Section in this Agreement does not mean we agree to accept or condone late payments, nor does it indicate that we have any intention to extend credit to, or otherwise finance your operation of the Franchise. We have the right to require that any payments due us or our affiliates be made by certified or cashier's check in the event that any payment by check is not honored by the bank upon which the check is drawn. We also reserve the right to charge you a fee of Twenty-Five and No/100 Dollars (\$25.00) for any payment by check that is not honored by the bank upon which it is drawn.

6.7 Electronic Funds Transfer. We have the right to require you to participate in an electronic funds transfer program under which technology fees and any other amounts payable or owed to us or our affiliates, including any administrative fees, are deducted or paid electronically from your bank account (the "Account"). In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the payment due date. The amount actually transferred from the Account to pay technology fees.

6.8 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalty Fees, Advertising Fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment should be applied.

7. Marks

7.1 Ownership and Goodwill of Marks. You acknowledge that your right to use the Marks is derived solely from this Agreement, and is limited to your operation of the Franchise pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures we prescribe from time to time during the term of the Franchise. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of electronic media, such as Websites (as defined herein) or web pages, or as a domain name or electronic media identifier. If you make any unauthorized use of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that all your usage of the Marks and any goodwill established by your use

will inure exclusively to our benefit and the benefit of our affiliates, and that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate the Franchise in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we may authorize and/or license you to use during the term of this Agreement.

7.2 Limitations on Franchisee's Use of Marks. You agree to use the Marks as the sole trade identification of the Franchise, except that you will display at the Franchise location a notice, in the form we prescribe, stating that you are the independent owner of the Franchise pursuant to a Franchise Agreement with us. You agree not to use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos and additional trade and service marks licensed to you under this Agreement), or in any modified form. You also shall not use any Mark or any commercial symbol similar to the Marks in connection with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe at the Franchise and in connection with advertising and marketing materials, and to use, along with the Marks, any notices of trade and service mark registrations we specify. You further agree to obtain any fictitious or assumed name registrations as may be required under applicable law.

7.3 Notification of Infringements and Claims. You agree to immediately notify us in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which you become aware. You agree not to communicate with anyone except us and our counsel in connection with any such infringement, challenge, or claim. We have the right to exclusively control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Mark. You agree to sign any documents, render any assistance, and do any acts that our attorneys say is necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

7.4 Discontinuance of Use of Marks. If it becomes advisable at any time in our sole judgment for the Franchise to modify or discontinue the use of any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Franchise, then you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

7.5 Indemnification of Franchisee. We agree to indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim, and have otherwise complied with this Agreement.

8. Relationship of the Parties; Indemnification

8.1 Independent Contractor; No Fiduciary Relationship. This Agreement does not create a fiduciary relationship between you and us. You and we are independent contractors, and nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose whatsoever. You agree to conspicuously identify yourself in all your dealings with customers, suppliers, public officials, Franchise personnel, and others as the owner of the Franchise pursuant to a Franchise Agreement with us, and to place any other notices of independent ownership on your forms, business cards, stationery, advertising, and other materials as we may require from time to time.

8.2 No Liability, No Warranties. We have not authorized or empowered you to use the Marks except as provided by this Agreement, and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours. Except as expressly

authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other, or represent that your and our relationship is other than that of franchisor and franchisee.

8.3 Indemnification. We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to you or any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act. We will have no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied against you or your assets, or on us, in connection with the business you conduct, or any payments you make to us pursuant to this Agreement (except for our own income taxes). We will not assume any liability or be deemed liable for any agreements you enter with any third parties, whether or not they are an approved or required vendor. You agree to indemnify, defend, and hold us, our affiliates and our and their respective owners, directors, officers, employees, agents, successors, and assigns (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), harmless against, and to reimburse such Indemnified Parties for, all such obligations, damages, and taxes for which any Indemnified Party may be held liable, and for all costs the Indemnified Party reasonably may incur in the defense of any such claim brought against the Indemnified Party, or in any such action in which the Indemnified Party may be named as a party, including without limitation actual and consequential damages; reasonable attorneys', accountants', and/or expert witness fees; cost of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Each Indemnified Party has the right to defend any such claim against the Indemnified Party. You further agree to hold us harmless and indemnify and defend us for all costs, expenses, and/or losses we incur in enforcing the provisions of this Agreement, defending our actions taken relating to this Agreement, or resulting from your breach of this Agreement, including without limitation reasonable attorneys' fees (including those for appeal), unless, after legal proceedings are completed, you are found to have fulfilled and complied with all of the terms of this Agreement. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

9. Confidential Information; Non-Competition

9.1 Types of Confidential Information. We possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by us, including but not limited to: (1) services and products offered and sold at Unit franchises; (2) knowledge of sales and profit performance of any one or more REEF HEALTH Virtual franchises; (3) knowledge of sources of products marketed by REEF HEALTH Virtual franchises, advertising and promotional programs, and image (4) our Proprietary Software; (5) customer lists, records, membership agreements and/or contracts; and (6) the selection and methods of training employees. We will disclose much of the above-described information to you in advising you about site selection, providing our Initial Training, the Operations Manual, our Proprietary Software, and providing guidance and assistance to you under this Agreement. In addition, in the course of the operation of your Franchise, you or your employees may develop ideas, concepts, methods, or techniques of improvement relating to the Franchise that you disclose to us, and that we may then authorize you to use in the operation of your Franchise, and may use or authorize others to use in other REEF HEALTH Virtual franchises owned or franchised by us or our affiliates. Any such information disclosed to or developed by you will be referred to in this Agreement as "Confidential Information".

9.2 Non-Disclosure Agreement. You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information belongs to us, may contain trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential

Information disclosed in written form or another form that may be copied or duplicated; and (4) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation restrictions on disclosure to your employees, and the use of non-disclosure and non-competition agreements we may prescribe or approve for your shareholders, partners, members, officers, directors, employees, independent contractors, or agents who may have access to the Confidential Information. Each Owner, along with anyone that you provide Confidential Information to for the purpose of operating your Franchise shall execute the form of Non-Disclosure and Non-Competition Agreement attached as Appendix III.

9.3 Non-Competition Agreement. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure, and would be unable to encourage a free exchange of ideas and information among REEF HEALTH Virtual franchises, if franchisees of REEF HEALTH Virtual franchises were permitted to hold interests in any competitive businesses (as described below). Therefore, during the term of this Agreement, neither you, nor any Owner, nor any member of your immediate family or of the immediate family of any Owner, shall perform services for, or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative, or agent in, any business that offers products or services the same as or similar to those offered or sold at or by REEF HEALTH Virtual franchises. The ownership of one percent (1%) or less of a publicly traded company will not be deemed to be prohibited by this Section. Upon expiration or termination of this Agreement for any reason, you agree not to engage in a competitive business for a period of two (2) years after the termination. Each Owner, along with anyone that you provide Confidential Information to for the purpose of operating your Franchise shall execute the form of Non-Disclosure and Non-Competition Agreement attached as Appendix III.

10. REEF HEALTH Virtual Franchise Operating Standards

10.1 Franchise Services and Products. You agree that (a) the Franchise will marketing all services and products that we from time to time specify for REEF HEALTH Virtual franchise(b) the Franchise will market approved services and products only in the manner we have prescribed; (c) you will discontinue marketing any services or products that we at any time decide (in our sole discretion) to disapprove in writing. In the event that you market unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of One Hundred Dollars and No/100 Dollars (\$100.00) per day, and any amounts we incur due to or as a result of your marketing of unapproved services or products if you do not cure such default within ten (10) days of receipt of notice from us of your violation. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Virtual Franchise and this Agreement if market unauthorized services or products on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cease such activities. You agree to cooperate by participating in our market research programs, test marketing new services and products in the Franchise, and providing us with timely reports and other relevant information regarding such market research. In connection with any such test marketing, you agree to offer a reasonable quantity of the products or services being tested, and effectively promote and make a reasonable effort to sell them.

10.2 Approved Products, Distributors and Suppliers. We have developed or may develop various unique products or services that may be prepared according to our formulations. We have approved, and will continue to periodically approve, specifications for suppliers and distributors (which may include us and/or our affiliates) for products or services required to be marketed by our REEF HEALTH Virtual franchises, that meet our standards and requirements, including without limitation standards and requirements relating to product quality, prices, consistency, reliability, and customer relations. You understand and acknowledge we will not be liable to you or anyone else for any damages or claims arising out of or resulting from the acts or omissions any supplier and distributor of products or services, whether or not such supplier or distributor is an approved or required supplier or distributor of products or services. You agree that the Franchise will: (1) purchase any required products or services in such quantities as we designate; (2) utilize such formats, formulae, and packaging for products or services as we prescribe; and (3) purchase all designated products and services only

from distributors and other suppliers we have approved. In the event we designate a required supplier or distributor during the term of this Agreement, or any subsequent franchise agreement, you must begin to use such required supplier or distributor with thirty (30) days of the date we notify you that you must use such supplier or distributor, unless we designate a longer period for you to switch or convert over to such supplier or distributor. Your failure or refusal to do so shall constitute a breach of this Agreement.

We may approve a single distributor or other supplier (collectively "supplier") for any product, and may approve a supplier only as to certain products. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of REEF HEALTH Virtual franchised or operated by us. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria, and may be temporary, pending our continued evaluation of the supplier from time to time.

We and/or our affiliates may be an approved supplier of certain products or services to be purchased by you for use and/or sale by the Franchise. We and our affiliates reserve the right to charge any licensed manufacturer engaged by us or our affiliates a royalty to manufacture products for us or our affiliates, or to receive commissions or rebates from vendors that supply goods or services to you. We or our affiliates may also derive income from our sale of products or services to you, and may sell these items at prices exceeding our or their costs in order to make a profit on the sale.

You shall not contact any of our vendors or suppliers without our prior consent. Unauthorized contact with any vendor or supplier constitutes a breach of this Agreement. In addition, you will be responsible for any and all damages caused by your unauthorized communications with any of our vendors or suppliers.

10.3 Standards and Procedures. You agree to comply with all mandatory specifications, standards, and the operation of the Franchise. Any mandatory specifications, standards, and operating procedures that we prescribe from time to time in the Operations Manual, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement. All references to "this Agreement" include all such mandatory specifications, standards, and operating procedures.

10.4 Compliance with Laws and Good Business Practices. You agree to secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Franchise. You also agree to operate the Franchise in full compliance with all applicable laws, ordinances, and regulations, including without limitation all government regulations relating to HIPAA, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales taxes. You agree that at all time during the term of this Agreement, that you will maintain sufficient working capital to fulfill your obligations under this Agreement. You agree to execute any and all documents, including documents with us, our agents, affiliates, etc., or others, that we may require from time to time, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future.

All advertising you employ must be completely factual, in good taste (in our judgment), and conform to the highest standards of ethical advertising and all legal requirements. You acknowledge that health plans and health insurance are a regulated profession and that certain marketing requirements need to be engaged in a manner that conforms to state and/or local regulation or code. You shall be required to inform yourself of those requirements and strictly comply with their protocols. You agree that in all dealings with us and any of our affiliates, other franchisees, your customers, your suppliers, and public officials, you will adhere to all manner of code, regulation and law and the highest standards of honesty, integrity, fair dealing and ethical conduct. You further agree to refrain from any business or advertising practice that may be legally non-compliant or harmful to the business of the Franchisor, the Franchise, and/or the goodwill associated with the Marks and other REEF HEALTH Virtual franchises.

You must notify us in writing within five (5) days of any of the following: (1) the commencement of any action, investigation, suit, or proceeding, and/or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental unit of the Franchise or any Owner, that may adversely affect the Franchise's operations, financial condition, or reputation; or the reputation of the Franchisor and/or the goodwill associated with the Marks; (2) your receipt or knowledge any notice of violation of any law, ordinance, or regulation relating to any healthcare rules or laws, as well as any inquires that may lead to a notice of violation of any such rules or laws; (3) any activity or action, involving your Franchise, the Franchisee, or any Owner, which may be involved in the operations of the Franchise, the reputation of the Franchise or the Franchisor, or the goodwill associated with the Marks; or (4) whether you or any of your Owners are indicted for, convicted of, or plead no contest to a felony, or are indicted for, convicted or plead no contest to any crime or offense, which may adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks.

You agree that the Franchisor shall have the right to conduct periodic background and/or credit checks on you or any of your Owners. You agree to cooperate by providing any necessary information or authorizations necessary to conduct such background or credit checks. You understand and acknowledge that the purpose of such background and credit checks is to verify compliance with your duty to report adverse legal or financial changes that may adversely affect the operation of the Franchise, the reputation of the Franchise or the Franchisor, and/or the goodwill associated with the Marks or the validity of the Agreement.

10.5 Management and Personnel of the Franchise. Unless we approve your employment of a General Manager to operate the Franchise as provided in Section 4.1, you must actively participate in the day-to-day operation of the Franchise, and devote as much of your time as is reasonably necessary for the efficient operation of the Franchise. If you are other than an individual, then at least one (1) Owner, director, officer, or other employee of you whom we approve, must comply with this requirement. If we agree that you may employ a General Manager, then the General Manager must fulfill this requirement. Each General Manager may have to obtain licenses and certifications required by law before assuming his or her responsibilities at the Franchise. You will ensure that your employees and independent contractors of the Franchise have any licenses as may be required by law, and hold or are pursuing any licenses, certifications, and/or degrees required by law or by us in the Operations Manual, as updated from time to time. You will be exclusively responsible for the terms of your employees' and independent contractors' employment and compensation, and for the proper training of your employees and independent contractors in the operation of the Franchise. You must establish any training programs for your employees and/or independent contractors that we may prescribe in writing from time to time. In order to protect and maintain the goodwill of the Marks and the system, you must require all employees and independent contractors to maintain a neat and clean appearance, and conform to the standards of dress that we specify in the Operations Manual, as updated from time to time. Each of your employees and independent contractors must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information, proprietary information, and trade secrets as described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. In order to protect and maintain the goodwill of the Marks and the system, all of your employees and independent contractors must render prompt, efficient and courteous service to all customers of the Franchise. You agree not to recruit or hire, either directly or indirectly, any employee (or a former employee, for sixty (60) days after his or her employment has ended) of any REEF HEALTH Virtual franchise operated by us, our affiliates, or another REEF HEALTH Virtual franchisee without first obtaining the written consent of us, our affiliate, or the franchisee that currently employs (or previously employed) such employee. If you violate this provision, in addition to any other right or remedy we may have, you agree to pay the employee's current or former employer twice the employee's annual salary, plus all costs and attorneys' fees incurred as a result of the violation. This amount is set at twice the employee's annual salary because it is a reasonable estimation of the damages that would occur from such a breach, and it will almost certainly be impossible to calculate precisely the actual damages from such a breach.

Notwithstanding the foregoing, you understand that we will not have any duty or obligation to operate your Franchised Business, to direct or supervise your employees, or to oversee your employment policies or

practices, and that you shall be solely responsible for such activities, as well as all other day-to-day activities and operations relating to your Franchised Business.

10.6 Insurance. Before you open the Franchise and during any Term of this Agreement, you must maintain in force, under policies of insurance written on an occurrence basis issued by carriers with an A.M. Best rating of A-VIII or better approved by us, and in such amounts as we may determine from time to time: (1) comprehensive public, professional, product, sexual harassment, medical malpractice and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise Business pursuant to this Agreement, under one or more policies of insurance containing minimum liability coverage amounts as set forth in the Operations Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker's compensation and employer's liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) Errors and Omissions insurance; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) limits of not less than \$1,000,000/\$3,000,000 or such other amounts that we may establish in the Operations Manual. You must purchase such insurance coverage(s) only from our approved or designated supplier(s). We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

Each insurance policy must name us (and, if we so request, our members, directors, employees, agents, and affiliates) as additional insureds, and must provide us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy. Deductibles must be in reasonable amounts, and are subject to review and written approval by us. You must provide us with copies of policies evidencing the existence of such insurance concurrently with execution of this Agreement and prior to each subsequent renewal date of each insurance policy, along with certificates evidencing such insurance. You are responsible for any and all claims, losses or damages, including to third persons, originating from, in connection with, or caused by your failure to name us as an additional insured on each insurance policy. You agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage arising out of your failure to name us as additional insured, which indemnity shall survive the termination or expiration and non-renewal of this Agreement.

Prior to the expiration of the term of each insurance policy, you must furnish us with a copy of a renewal or replacement insurance policy and appropriate certificates of insurance. If you at any time fail or refuse to maintain any insurance coverage required by us, or to furnish satisfactory evidence thereof, or to name us as an additional insured under any such policies, then we, at our option and in addition to our other rights and remedies under this Agreement, may, but need not, obtain such insurance coverage on your behalf. You shall immediately reimburse us on demand for any costs or premiums paid or incurred by us, and pay an administrative fee of Five Hundred Dollars and No/100's (\$500.00) plus any other fees, including attorneys' fees, which we may incur. If you fail to pay us within ten (10) days of our demand for reimbursement, we reserve the right to debit your account the amounts owed to us for any premiums paid on your behalf for such insurance coverage along with any other administrative fees, costs, surcharges expenses and fees we incur to obtain such coverage on your behalf or on behalf of your franchise. We reserve the right to require you to provide us with an application for insurance (in a form acceptable to our required supplier for insurance) for any medical professional that has been offered a position to work in a Franchise location so that we may, if you fail to do so, procure any necessary insurance coverage for such medical professional. Nothing in this Section 10.8 or elsewhere in this Agreement shall negate or otherwise effect our right to terminate this Agreement for failure to meet all applicable insurance requirements pertaining to your Franchise.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Franchise, and

for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage, which indemnity shall survive the termination or expiration and non-renewal of this Agreement. In addition to the requirements of the foregoing paragraphs of this Section 10.8, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required by us.

Your obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under Section 7 of this Agreement.

10.7 Pricing. In collaboration with Redirect Health and other plan partners, we will establish the prices of the plans that franchisees will be marketing. These pricing guidelines are designed to ensure consistency, competitiveness, and value in the marketplace, and to support the overall success of the franchise system.

11. Advertising

11.1 By Franchisee. You must allocate up to Two Thousand Five Hundred Dollars (\$2,500) per month for local advertising and marketing, beginning in the first full month of operations after you open your Virtual Franchise for business. However, to support your initial success, we will reinvest a portion of your franchise fee into your marketing efforts, covering this requirement for the first six (6) months. This means your required local advertising spend will not begin until month seven (7) of operations. You will be responsible for the local marketing of your Virtual Franchise. You may only use advertising materials that have been approved by us. We reserve the right to require you to use designated suppliers for your local advertising and may mandate that all or a portion of the Minimum Local Advertising Requirement be spent with these suppliers. We also reserve the right to collect such amounts directly from you via electronic funds transfer (EFT) to pay required suppliers. You must provide us (in a form we approve or designate) with documentation of your local advertising, marketing, and promotional expenditures by the thirtieth (30th) day of each month, reporting on the preceding calendar month, along with a year-to-date summary of total spending on local advertising. You agree to actively market and advertise the Franchise within your designated market area, in the business classifications that we prescribe from time to time, using any standard forms of advertising that we may provide. Any local advertising and promotional materials not prepared or previously approved by us must be submitted for review before use. We will approve or disapprove submitted materials within fifteen (15) days of receipt. You may not use any advertising or promotional materials that we have disapproved. You are solely responsible for ensuring that all advertising, marketing, and promotional materials and activities comply with applicable federal, state, and local laws, as well as any conditions outlined in agreements or orders to which you are subject.

11.2 Local and Regional Advertising Cooperatives. You are required to join and participate in any Ad Co-ops (as defined in Section 6.4). One function of the Co-op is to establish a local or regional advertising pool, of which the funds must be used for local or regional advertising purposes, and for the mutual benefit of each Co-op member. All Ad Co-ops must operate according to their bylaws. We have the right to specify the manner in which any Ad Co-ops are organized and governed, and may require any and all Ad Co-ops to be legal entities of the state where they are located. You must contribute to the Ad Co-op according to the Ad Co-op's rules and regulations, and bylaws, as determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.4(a) and 11.2.

11.3 Websites and Other Forms of Advertising Media. You acknowledge and agree that any Website or Other Forms of Advertising Media (as defined below) will be deemed "advertising" under this Agreement, and will be subject to, among other things, the need to obtain our prior written approval in accordance with Sections 7.2 and 11.2. As used in this Agreement, the term or reference to "Website or Other Forms of Advertising Media" means any interactive system, including but not limited to all types of online communications, virtual applications, social media, or the like, including but not limited to Groupon, Living Social, Facebook, Twitter, etc., that you

operate or use, or authorize others to operate or use, and that refer to the Franchise, the Marks, us, and/or the System. The term or reference Website or Other Forms of Advertising Media includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website or Other Forms of Advertising Media, you agree to the following:

(a) Before establishing any Website or Other Form of Advertising Media, you will submit to us a sample of such Website or Other Form of Advertising Media format and information in the form and manner we may require.

(b) You will not establish or use any Website or Other Forms of Advertising Media without our prior written approval.

(c) In addition to any other applicable requirements, you must comply with our standards and specifications for Website or Other Forms of Advertising Media as we prescribe in the Operations Manual or otherwise in writing, including any specifications relating to the use of organic and paid search engine optimization, keyword and landing page management. If we require, you will establish a website as part of our corporate website and/or establish electronic links to our corporate website.

(d) If you propose any material revision to Website or Other Forms of Advertising Media or any of the information contained therein, you will submit each such revision to us for our prior written approval.

12. Accounting, Reports & Financial Statements

You agree to maintain, at your own expense, bookkeeping, accounting, and record keeping system for the Franchise. You agree to input all Franchise transactions into your accounting software in a timely manner to ensure that all Reports are accurate. You agree to maintain and furnish upon our request complete copies of federal and state income tax returns you file with the Internal Revenue Service and state tax departments, reflecting revenues and income of the Franchise or the corporation, partnership, or limited liability company that holds the Franchise. You agree to retain hard copies of all records for a minimum of four (4) years.

You understand that system-wide monthly key performance indicators (KPI) information is important in measuring the success of the REEF HEALTH Virtual brand and in helping REEF HEALTH Virtual franchisees to know how they compare to others in the franchise system. As such, you agree to allow us to share KPI's with the rest of the franchise system. Additionally, you understand and agree that neither your, nor any of your partners, agents, representatives, employees, or the like, or any of their respective family members, will share system-wide monthly KPI's information outside of the Franchise System, and that doing so would constitute a violation of your Franchise Agreement.

13. Inspections & Audits

13.1 Company's Right to Inspect the Franchise. To determine whether you and the Franchise are complying with this Agreement and the specifications, standards, and operating procedures we prescribe for the operation of the Franchise, we or our agents have the right, at any reasonable time and without advance notice to you, to: (1) inspect your marketing operation (2) observe the operations of the Franchise for such consecutive or intermittent periods as we deem necessary; (3) interview potential clients of the Franchise; (4) interview customers of the Franchise; and (5) inspect and copy any books, records and documents relating to the operation of the Franchise. You agree to fully cooperate with us in connection with any of those inspections, observations and interviews. You agree to present to your customers any evaluation forms we periodically prescribe, and agree to participate in, and/or request that your customers participate in, any surveys performed by or on our behalf. Based on the results of any such inspections and audits and your other reports, we may provide to you such guidance and assistance in operating your Franchise as we deem appropriate.

13.2 Company's Right to Audit. We have the right at any time during business hours, and without advance notice to you, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchise, and the books and records of any corporation, limited liability company, or partnership that holds the Franchise. You agree to fully cooperate with our representatives and any independent accountants we may hire to conduct any inspection or audit.

14. Transfer Requirements

14.1 Transfer by Us. We may sell, assign, transfer, convey, give away, pledge, hypothecate, mortgage or otherwise encumber ("transfer") all or any part of our rights, interests or obligations in this Agreement to any person or entity, who expressly assumes our obligations under this Agreement. After our transfer of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer have any performance or other obligations under this Agreement.

14.2 Transfer by Franchisee.

(a) Your rights and obligations under this Agreement are personal to you, and we have granted the Virtual Franchise in reliance on your and/or your principal owners' skills, financial capacity, personal character, and reputation for honesty, integrity and fair dealing. Accordingly, you and your successors, assigns, shareholders, partners and members, may not transfer any interest in you, in this Agreement or any related agreement, in the Virtual Franchise, without our prior written consent. Any purported transfer not having our prior written consent will be void.

(b) We will not unreasonably withhold our consent to a transfer of any interest in you, this Agreement, any related agreement, or the Unit Franchise, but if a transfer, alone or together with other previous, simultaneous or proposed transfers, has the effect of transferring either a controlling interest in or operating control of you, this Agreement, any related agreement, or the Unit Franchise, we may, in our sole discretion, require as conditions to our consent that, except in the event of a Permitted Transfer (defined below) these do not apply:

(i) You are in compliance with the terms of this Agreement;

(ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which we would normally apply to any prospective franchisee; including, but not limited to, meeting our educational, personal, managerial and Unit Franchise standards; possesses a good moral character and a good business reputation; has the aptitude and ability to operate the Virtual Franchise (as may be shown by prior related experience); has adequate financial resources and capital to operate the Unit Franchise; is financially responsible and has a good credit rating; will be likely in our sole and absolute judgment to comply with the terms of the then-current standard franchise agreement and Operations Manual; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees;

(iii) Your debts to us and others relating to the Virtual Franchise have been satisfied;

(iv) You and the transferor have signed a general release, in a form we prescribe or that is satisfactory to us, of any claims against us and our partners, shareholders, officers, directors, employees and agents, in their corporate and individual capacities;

(v) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has entered into a written consent to transfer agreement, in a form satisfactory to us (a form of transfer agreement has provided as part of the FDD);

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard franchise agreement for a term equal to the remaining portion of the term on the transferor's franchise agreement and signs all related agreements (including any guaranty agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees (all then-current fees, except as stated herein must be paid by transferee), advertising contributions and training requirements.

(vii) The transferee and its general manager, if any, have agreed to successfully complete (at the transferee's expense and to our satisfaction) any then-current initial training programs;

(viii) You or the transferor has paid us a transfer fee equal to Twenty-Five Percent (25%) of the then-current franchise fee, and you are not in default of this agreement or any other agreement with us. You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new transferee where the transfer is not consummated for any reason, including but not limited to any attorneys' fees we incur (not to exceed \$2,500) plus costs and expenses. If you are in default of this Agreement, or any other agreement with us, in addition to the transfer fee, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default, provided that the default is curable;

(ix) We have decided not to exercise our right of first refusal, if any, under Section 14.4;

(x) We have determined that the material terms of the transfer, including the price and terms of payment, will not be so burdensome as to adversely affect the operation of the Virtual Franchise by the transferee; and

(xi) If any part of the sale price of any transferred interest is to be financed, the transferor will have agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Virtual Franchise will be subordinate to the obligations of the transferee to pay marketing and consulting fees, advertising contributions, and other amounts due to us and our affiliates, and to comply with the franchise agreement signed by the transferee.

(c) No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, or the Virtual Franchise will be permitted without our prior written consent, which we may grant or withhold in our sole discretion. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Virtual Franchise, this Agreement, or any related agreement, due to a default under any documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

(d) A "Permitted Transfer" under Section 14.2 is defined as either (i) a transfer of an ownership interest in you or your entity of less than five percent (5%), or (ii) a transfer of any ownership interest in you or your entity to a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons, provided that neither (i) nor (ii) may result in the creation of a controlling ownership stake in the transferee, whether through one or an aggregated series of such transfers. You must provide us written notice of any Permitted Transfer in you or your entity. Any individual who becomes an owner in you due to a Permitted Transfer must (if they have not already) sign a personal guaranty agreement ("Guaranty") in the form found in Appendix II to this Agreement. You and any owners who previously signed a Guaranty will not be released from a signed Guaranty upon a Permitted Transfer, unless otherwise agreed to by us in writing.

14.3 Transfer to Franchisee's Legal Entity. If a proposed transfer is to a legal entity you control, our consent to the transfer may, in our sole discretion, be conditioned on the following requirements:

- a. The legal entity's activities will be confined exclusively to operating the Virtual Franchise;
- b. You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member;
- c. Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement;
- d. All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any related agreements;
- e. You will maintain a then-current list of all partners, members or shareholders and beneficial owners of any class of stock, and furnish the list to us on request; and
- f. Copies of the transferee's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, resolution authorizing entry into this Agreement and any other significant governing documents, will be promptly furnished to us upon request.

14.4 Our Right of First Refusal.

a. If you or any other person or entity at any time determines to sell an interest in you or the Virtual Franchise, you agree to immediately submit to us a true and complete copy of the offer (and any proposed ancillary agreements). The offer must apply only to an interest in you or the Virtual Franchise. It must not include the purchase of any of your other property or rights (or those of your shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of a shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you or the Franchise will reflect the bona fide price offered and will not reflect any value for any other property or rights. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. We will have the right, exercisable by written notice delivered to you, or the person or entity involved, within thirty (30) days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer, but we may substitute cash, a cash equivalent or marketable securities of equal value for any form of payment proposed in the offer. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than sixty (60) days to prepare for closing. We will be entitled to purchase the interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If we do not exercise our right of first refusal, you or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 14.2(b), but if the sale to the purchaser is not completed within one hundred twenty (120) days after receipt of the offer by us, or if there is a material change in the terms of the sale, we will have an additional right of first refusal for thirty (30) days on the same terms as were applicable to the initial right of first refusal.

b. If the transfer is a Permitted Transfer, we will not have any right of first refusal as provided in Section 14.4(a), unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least thirty (30) days before consummation of that transfer.

14.5 Transfer On Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in you, this Agreement, any related agreement or the Franchise, or on your dissolution if you are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party reasonably acceptable to us within one hundred eighty (180) days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, will be subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under Section 14.2(b) (viii) will not be required. If the personal representative has, in good faith, proposed a transferee and we, in good faith, do not approve the proposed transferee, the personal representative will be given additional time, not to exceed one hundred eighty (180) days, to propose another transferee for our approval. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional sixty (60) days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 14. If the interest is not disposed of within the additional sixty (60) days (or such additional time as we otherwise agree), we may terminate this Agreement.

14.6 Interim Operation of Unit Franchise on Death or Permanent Disability. Pending transfer on your death or permanent incapacity (or your principal operating officer, partner or member, if you are a legal entity), we will have the option to operate the Virtual Franchise on your behalf until an approved transferee is able to assume the operation of the Virtual Franchise, for a period of up to fourteen (14) months without the consent of you, your personal representative or your successor in interest. All funds from the operation of the Virtual Franchise during the period of operation by us will be kept in a separate fund, and all expenses we incur, including compensation, other costs and travel and living expenses (the "Management Expenses"), will be charged to the fund. As compensation for services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to utilize reasonable efforts in operating the Virtual Franchise, and will not be liable to you or your principals for any debts, losses or obligations incurred by the Virtual Franchise.

14.7 Non-Waiver of Claims. Our consent to a transfer of any interest in you, this Agreement, any related agreement or the Franchise will not be a waiver of any claims we may have against the transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this Agreement.

14.8 Effect of Consent to Transfer. Our consent to a proposed Transfer pursuant to this Section 14 will not constitute a waiver of any claims we may have against you or any Owner, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the Proposed New Owner.

14.9 Consent Not Unreasonably Delayed. If all the conditions are met to transfer the FA or any interest therein, we will not unreasonably delay granting our consent to the transfer.

15. Termination of the Franchise

We have the right to terminate this Agreement effective immediately upon delivery of notice of termination to you, if:

(a) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or

(b) you or your Principal Owners make any unauthorized use of the Marks, including but not limited to using the Marks in any unapproved advertising, social media, website, or in any other unapproved manner, and fail to cure such unauthorized use within ten (10) days written notice;

(c) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or

(d) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Unit Franchise is attached, seized, subjected to a writ of distress, warrant, or levied upon, unless the attachment seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of you or your Unit Franchise is not vacated within thirty (30) days following the order and entry;

(e) you market or give away any unauthorized services or products on three or more occasions within any consecutive twelve (12) month period; or

(f) you fail to maintain any licenses or permits necessary for the operation of the Franchise and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(g) you or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(h) you are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(i) you (or any of your owners) have made or knowingly make a materially false or incomplete statement in any report submitted to us;

(j) we discover that you knowingly made a materially false or incomplete statement to us to obtain the Franchise;

(k) you (or any of your owners) participate in in-term competition contrary to Section 9.3

(l) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(m) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment; or

(n) you fail to maintain a valid license to practice and/or fail to comply with any with state and federal regulations, other than those covered by subsection (f), and do not cure the failure within twenty (20) days after written notice is given to you; or

(o) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or

(p) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or

(q) you or any of your Principal Owners receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you. Whether or not

such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure; or

(r) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.

In addition, if, in the opinion of our legal counsel, any provision of this Agreement is contrary to law, then you and we agree to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If you and we are unable to reach an agreement on the applicable legal requirements, or if fundamental changes to this Agreement are required to make it conform to the legal requirements, then we reserve the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 16 shall apply.

We shall be entitled to recover all costs, including attorneys' fees, incurred in connection with the termination.

16. Rights & Obligations of Company and Franchisee Upon Termination or Expiration of the Franchise

16.1 Payment of Amounts Owed to Company. You agree to pay us within five (5) days after the effective date of termination or expiration of the Franchise, or any later date that the amounts due to us are determined, all amounts owed to us or our affiliates which are then unpaid.

16.2 Marks and Other Information. You agree that after the termination or expiration of the Franchise you will:

(a) not directly or indirectly at any time identify any business with which you are associated as a current or former REEF HEALTH Virtual franchise or franchisee;

(b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us;

(c) return to us all customer lists, records, membership agreements and/or contracts, forms and materials containing any Mark or otherwise relating to a REEF HEALTH Virtual franchise or its network of franchises;

(d) remove all Marks affixed to uniforms or, at our direction, cease to use those uniforms; and car wraps;

(e) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

16.3 Confidential Information. You agree that on termination or expiration of the Franchise you will immediately cease to use any of the Confidential Information, and agree not to use it in any business or for any other purpose. You further agree to immediately return to us all copies of the Operations Manual and any written Confidential Information or other confidential materials that we have loaned or provided to you.

16.5 Proprietary Software. You agree that on termination or expiration of the Franchise, you will immediately cease to use Proprietary Software and will uninstall it from all Computer Systems owned by the Franchise.

16.6 Continuing Obligations. All obligations of this Agreement (whether yours or ours) that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire.

17. Enforcement

17.1 Invalid Provisions; Substitution of Valid Provisions. To the extent that the non-competition provisions of Sections 9.3 and 14.5 are deemed unenforceable because of their scope in terms of area, business activity prohibited, or length of time, you agree that the invalid provisions will be deemed modified or limited to the extent or manner necessary to make that particular provisions valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that such provisions under the laws applied in the forum in that we are seeking to enforce such provisions.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or (2) makes any provision of this Agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, then the advance notice and/or other action required or revision of the specification, standard, or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provisions enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

17.2 Unilateral Waiver of Obligations. Either you or we may, by written notice, unilaterally waive or reduce any obligation or restriction of the other under this Agreement. The waiver or reduction may be revoked at any time for any reason on ten (10) days' written notice.

17.3 Written Consents from Company. Whenever this Agreement requires our advance approval or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing.

17.4 Lien. To secure your performance under this Agreement and indebtedness for all sums due us or our affiliates, we shall have a lien upon, and you hereby grant us a security interest in, the following collateral and any and all additions, accessions, and substitutions to or for it and the proceeds from all of the same: (a) all inventory now owned or after-acquired by you and the Franchise, including but not limited to all inventory and supplies transferred to or acquired by you in connection with this Agreement; (b) all accounts of you and/or the Franchise now existing or subsequently arising, together with all interest in you and/or the Franchise, now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of you and/or the Franchise, now existing or subsequently arising; and (d) all general intangibles of you and/or the Franchise, now owned or existing, or after-acquired or subsequently arising. You agree to execute such financing statements, instruments, and other documents, in a form satisfactory to us, that we deem necessary so that we may establish and maintain a valid security interest in and to these assets. The form of UCC Statement and Security Agreement are included in Appendix IV and VII.

17.5 No Guarantees. If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, then we will not be deemed to have made any warranties or guarantees upon which you may rely, and will not assume any liability or obligation to you.

17.6 No Waiver. If at any time we do not exercise a right or power available to us under this Agreement or do not insist on your strict compliance with the terms of the Agreement, or if there develops a custom or practice that is at variance with the terms of this Agreement, then we will NOT be deemed to have waived our right to demand or exact compliance with any of the terms of this Agreement at a later time. Similarly, any failure to act as to any particular breach or series of breaches under this Agreement by us, or of any similar term in any

other agreement between us and any other REEF HEALTH Virtual franchisee will not affect our rights with respect to any later breach or to assert our rights as to that or any subsequent or ongoing breach. It will also not be deemed to be a waiver of any breach of this Agreement for us to accept payments that are past due to us under this Agreement.

The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a force majeure, including drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, theft, vandalism, strike or labor difficulty, or casualty to equipment. If any party is affected by a force majeure event, such party will give written notice within fourteen (14) days to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these force majeure provisions, except to the extent prohibited by governmental rule or regulation.

17.7 Cumulative Remedies. The rights and remedies specifically granted to either you or us by this Agreement will not be deemed to prohibit either you or us from exercising any other right or remedy provided under this Agreement, or permitted by law or equity.

17.8 Specific Performance; Injunctive Relief. Provided we give you the appropriate notice, we will be entitled, without being required to post a bond, to the entry of temporary and permanent injunctions and orders of specific performance to (1) enforce the provisions of this Agreement relating to your use of the Marks and non-disclosure and non-competition obligations under this Agreement; (2) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance, or regulation; constitutes a danger to the public; or may impair the goodwill associated with the Marks or REEF HEALTH Virtual franchises; or (3) prevent any other irreparable harm to our interests. If we obtain an injunction or order of specific performance, then you shall pay us an amount equal to the total of our costs of obtaining it, including without limitation reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any such provision. You further agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

17.9 Mediation & Litigation

17.9.1 *Mediation*. During the term of this Agreement certain disputes may arise that you and we are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, you and we agree to submit any claim, controversy or dispute between us or any of our affiliates (and their respective owners, officers, directors, agents, representatives and/or employees) and you (and your owners, agents, officers, directors, representatives and/or employees) arising out of or related to (a) this Agreement or any other agreement between us and you, (b) our relationship with you, or (c) the validity of this Agreement or any other agreement between us and you, to mediation before either of us may bring any such claim, controversy or dispute in court.

(a) the mediation shall be conducted by a mediator that you and we mutually select from the then current panel approved by the American Arbitration Association ("AAA") for Phoenix, Arizona or as we and you otherwise agree. In the event we are unable to reach agreement on a mediator within fifteen (15) days after either party has notified the other of its desire to seek mediation, you and we agree that the mediator may be selected by the AAA based on selection criteria that you or we supply to the AAA. The costs and expenses of the mediation, including the mediator's compensation and expenses (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

(b) notwithstanding the foregoing provisions of this Section 17.9.1, your and our agreement to mediate shall not apply to any controversies, disputes or claims related to or based on the Marks or the Confidential Information. Moreover, regardless of your and our agreement to mediate, you and we each have the right to seek temporary restraining orders and temporary or preliminary injunctive relief if warranted by the circumstances of the dispute.

17.9.2 Jurisdiction and Forum selection. With respect to any controversies, disputes or claims that are not fully resolved through mediation as provided in Section 17.9.1 above, the parties irrevocably agree to submit themselves to the jurisdiction of the Superior Court of Maricopa County, Arizona or the U.S. District Court for the District of Arizona and hereby waive any and all objections to personal or subject matter jurisdiction in these courts. You and we further agree that the venue for any proceeding relating to or arising out of this Agreement shall be the courts of Maricopa County, Arizona.

17.10 Waiver of Punitive Damages and Jury Trial; Limitations of Actions. Except with respect to your obligations to indemnify us and claims that we may bring under Sections 7, 9, 15, or 16 of this Agreement, and except for claims arising from your non-payment or underpayment of any amounts owed to us or our affiliates, (1) any and all claims arising out of or related to this Agreement or the relationship between you and us shall be barred, by express agreement of the parties, unless an action or proceeding is commenced within two (2) years from the date the cause of action accrues; and (2) you and we hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other, and agree that, except to the extent provided to the contrary in this Agreement, in the event of a dispute between you and us, each party will be limited to the recovery of any actual damages sustained by it. You and we irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either you or us.

17.11 Governing Law/Consent To Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*), this Agreement and the Franchise will be governed by the internal laws of the State of Arizona (without reference to its choice of law and conflict of law rules), except that the provisions of any Arizona law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Section. You agree that we may institute any action against you arising out of or relating to this Agreement (which is not required to be mediated hereunder or as to which mediation is waived) in any state or federal court of general jurisdiction in Maricopa County, Arizona, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

17.12 Binding Effect. This Agreement is binding on and will inure to the benefit of our successors and assigns and, subject to the Transfers provisions contained in this Agreement, will be binding on and inure to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors, and administrators.

17.13 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity that is not a party to this Agreement, and no other party shall have any rights because of this Agreement.

17.14 Construction. All headings of the various Sections and paragraphs of this Agreement are for convenience only, and do not affect the meaning or construction of any provision. All references in this Agreement to masculine, neuter or singular usage will be construed to include the masculine, feminine, neuter or plural, wherever applicable. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. The term "affiliate" as used in this Agreement is applicable to any company directly or indirectly owned or controlled by you or your Owners, or any company directly or indirectly owned or controlled by us that sells products or otherwise transacts business with you.

17.15 Joint and Several Liability. If two (2) or more persons are the Franchisee under this Agreement, their obligation and liability to us shall be joint and several.

17.16 Multiple Originals. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission or other electronic means of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

17.17 Timing Is Important. Time is of the essence of this Agreement. "Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this case, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.

17.18 Independent Provisions. The provisions of this Agreement are deemed to be severable. In other words, the parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

17.19 Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party, and Franchisee or any of Franchisee's owners or affiliates as the other party, shall be deemed to be a default of this Agreement, and Franchisor shall have the right, at its option, to terminate this Agreement and/or any other agreement between the Franchisee and the Franchisor or its affiliates, without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

17.20 Conflicts with Applicable Laws and Regulations. The Parties acknowledge that if there is a conflict between the terms and conditions of this Agreement, our Operations Manual, or any other specifications, standards, or operating procedure we require in connection with the operation of your franchise, and any applicable federal or state laws or regulations which you, or any licensed professionals working for or with the Franchise must observe or follow, including those relating to the practice of medicine, such laws or regulations shall control.

Franchisee acknowledges that several states have statutes and regulations which may supersede this Agreement and/or which impose the obligation for the Franchisor to make disclosures in addition to those set forth in the Franchise Disclosure Document. The State-Specific Addenda attached in Appendix V set forth the changes and/or additional disclosures required by certain states. You must execute any State-Specific Addendum that is applicable to you. By doing so, you acknowledge that you have read, understand and agree to be bound by such addendum.

18. Notices & Payments

All written notices, reports and payments permitted or required under this Agreement or by the Operations Manual will be deemed delivered: (a) at the time delivered by hand; (b) one (1) business day after transmission by telecopy, facsimile or other electronic system; (c) one (1) business day after being placed in the hands of a reputable commercial courier service for next business day delivery; or (d) three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and addressed to the party to be notified or paid at its most current principal business address of which the notifying party has been advised, or to any other place designated by either party. Any required notice, payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

19. Independent Professional Judgment of You and Your General Manager

You and we acknowledge and agree that the specifications, standards and operating procedures related to the services offered by the Franchise are not intended to limit or replace your or your General Manager's (if

any) professional judgment in supervising and performing the services offered by your Franchise. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Franchise performs services in accordance with all applicable requirements and standards of care. Nothing in this Agreement shall obligate you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately upon your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

20. Entire Agreement

This Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and there are no other oral or written understandings or agreements between us concerning the subject matter of this Agreement. This Agreement may be modified only by written agreement signed by both you and us, except that we may modify the Operations Manual at any time as provided herein. Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

By: _____ (Principal Operator)

(Position) of
(Entity Name)

Appendix I

Franchisee Specific Terms

The following includes items that are specific to this Franchise Agreement and will be completed when the Franchise Agreement is provided for signature

Franchise Agreement Section	Item	Description
Preamble	Franchise Agreement Effective Date	_____
Preamble	Franchisor	Everyday Care Franchise LLC
	Type of entity & place of organization	An Arizona Limited Liability Company
	Franchisor Address	2020 N. Central Ave., Unit 400, Phoenix, AZ 85004
Preamble	Franchisee	_____ dba REEF HEALTH Virtual #_____
	Type of entity & place of organization	a/an _____ corporation / limited liability company
	Franchisee Address	
Recitals	Ownership of Franchise	If the franchisee is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee: (Owner) ____ (%) (Owner) ____ (%) (Owner) ____ (%)
Recitals	Principal Operator	(Name) (Address) (Phone Number) (Email)
Recitals	Primary Contact	(Name) (Address) (Phone Number) (Email)
Recitals	Trade /Fictitious Name	REEF HEALTH Virtual, #
Article 2.4	Territory Description	<p>In the State of _____</p> <p>The Site Selection Area will be located in the area known as:</p> <p>excluding any prior existing Franchisees' territories, which will be more specifically defined after lease signing, to encompass an approximate population of 100,000 people, with the following considerations: geographical boundaries, cultural demographics, household income, population count, age, traffic/trip count, daytime population, competition, housing density¹ and permit and zoning regulations.</p> <p>Areas with Special Laws or Requirements:</p>

Franchise Agreement Section	Item	Description
		To the extent any portion of the territory includes area designated as an Indian Reserve, a governmental entity or other territory which may have separate or additional laws, regulations or other requirements for performing work in such territory, Franchisee is granted such territory only to the extent and for so long as Franchisee may become qualified under such separate or additional requirements to perform work in such area; knowledge of and compliance with such requirements being the sole responsibility of Franchisee.
Article 3.1(c)	Opening Deadline	
Article 6.1	Initial Franchise Fee	\$49,500
Article 2.5	Office Address	REEF HEALTH
Article 18	Notices for Franchisees	All Notices for Franchisee shall be sent to: (Name) (Entity) (Address) (Email)
Article 20.10	Additional Provisions	n/a

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

By: _____ (Principal Operator)

(Position) of
(Entity Name)

Appendix II **Payment & Performance Guarantee**

In order to induce Everyday Care Franchise LLC, an Arizona limited liability company, ("Franchisor") to enter into a REEF HEALTH Virtual Franchise Agreement (the "Franchise Agreement") by and between Franchisor and _____, the Franchisee named in the Franchise Agreement on the date specified below (the "Effective Date") to which this Payment and Performance Guarantee (the "Guarantee") is attached ("Franchisee"), the undersigned (collectively referred to as the "Guarantors" and individually referred to as a "Guarantor") hereby covenant and agree as follows:

1. **Guarantee of Payment and Performance.** The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "Guaranteed Liabilities"). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2. **Waivers by Guarantors.** The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise Agreement and this Guarantee.

3. **Term: No Waiver.** This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full, or (ii) the Franchise Agreement and all obligations of Franchisee thereunder expire. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. **Other Covenants.** Each of the Guarantors agrees to comply with the provisions of Sections 7 (Intellectual Property), 9 (Confidentiality), 8.3 (Indemnification), 9.3 (Covenants Not to Compete), and 16 (Post-Term Obligations) of the Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement and agrees that the undersigned will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. **Dispute Resolution.** Article 17 (Dispute Resolution and Governing Law) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement.

6. **Miscellaneous.** This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

By: _____ (Principal Operator)

(Position) of
(Entity Name)

Appendix III **Non-Disclosure and Non- Competition Agreement**

This Non-Disclosure & Non-Competition Agreement (the "Agreement") is made and entered into effective this day by and between Everyday Care Franchise LLC, an Arizona limited liability company ("Company"), located at 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004 and _____ ("Associate"), who resides at _____.

Recitals

A. The Company has developed methods for establishing and operating franchises for the operation of a healthcare-related businesses ("Franchised Business") which use the service mark "REEF HEALTH Virtual" and related service marks, trade names and trademarks ("Marks").

B. The Company has developed methods for establishing, operating and promoting medical services pursuant to the Company's distinctive business format, plans, methods, data, processes, marketing systems, formulas, techniques, designs, layouts, operating procedures, trademarks, proprietary marks and information and know-how of the Company ("Confidential Information") and such Confidential Information as may be further developed from time to time by the Company;

C. The Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of services and products available, which goodwill and reputation have been and will continue to be of major benefit to the Company;

D. Associate is or will become involved with the Company in the capacity of an officer, partner, director, agent, General Manager, Principal Operator, employee, principal, beneficial owner or as an immediate family member of one of the foregoing persons, all of whom are associated with a Franchised Business pursuant to the terms of a Franchise Agreement between the Company and the party identified as the "Franchisee" at the end of this Agreement, and in such capacity, Associate will become privileged as to certain Confidential Information; and

E. Associate and the Company have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to noncompetition by Associate with the Company.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Company, intending legally to be bound, agree as follows:

1. Confidential Information. Associate and the Company acknowledge that the distinctive business format, plans, methods, data, processes, marketing systems, Operations Manual, product formulas, techniques, designs, layouts, operating procedures, trademarks, proprietary marks and information and know-how of the Company which are developed and utilized in connection with the operation of the Franchised Business are the Company's Confidential Information. Such Confidential Information is unique, exclusive property and a trade secret of the Company. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Company. Associate further acknowledges that the Company has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Company has taken numerous precautions to guard the secrecy of the Confidential Information and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

2. Operations Manual as Trade Secrets. It is understood that Confidential Information, constituting "trade secrets", as used in this Agreement is deemed to include, without limitation, client lists, written information, vendor lists and product formulas and any and all information contained in the Company's Operations Manual,

which may be provided as one or more separate Operations Manual, or written instructional guides, as the same are changed or supplemented from time to time, and any information of whatever nature which gives the Company and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such lists, written materials, formulas or information.

3. Nondisclosure of Confidential Information. Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company or the Franchisee, any of the Confidential Information of the Company or its affiliates.

4. In Term Restrictive Covenants. Associate hereby covenants and agrees that, during the term of the Franchise Agreement and any extension of the Franchise Agreement governing the establishment and operation of the Franchised Business, except while associated with or operating the Franchised Business in a manner authorized by the Company, neither Associate nor any member of Associate's immediate family, shall:

a. engage in or participate in or derive any benefit from a Competitive Business which is located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchised Business or Business of Company or its Affiliates, has used, sought registration of or registered the Marks or similar marks or operates or licenses others to operate a business under the Marks or similar marks; or

b. employ, seek to employ or otherwise induce any person to leave his employment who is then employed by any other franchisee or by Company, unless, in the case of any employee of Company, Franchisee has obtained Company's prior written consent and paid the then current Company Employee Training Fee as defined in Franchisee's Franchise Agreement with Company; or

c. interfere or attempt to interfere with any of the business relationships or advantages of Company or any franchisee; or

d. use any Confidential Information whatsoever in any manner which is or is intended to be damaging or derogatory or hinder the relationship of Company with its franchisees, clients, suppliers or other third parties, or the relationship of any franchisee with its clients or suppliers; or

e. divert, attempt to divert, solicit, or endeavor to obtain any client, account or business from Company or any franchisee.

The term "Competitive Business" as used in this Agreement shall mean any business (other than the Franchised Business by which Associate is employed or with which Associate is affiliated), operating, or granting franchises or licenses to others to operate, an healthcare-related business deriving more than five percent (5%) of its gross sales from healthcare services or products.

Notwithstanding the foregoing, the Associate shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities issued and outstanding.

5. Post-Termination Covenant Not to Compete. To the extent permitted by law, Associate covenants and agrees that, for a period of two (2) years after the effective date of termination, transfer or expiration of the Franchise Agreement for the Franchised Business, or for a period of two (2) years after termination or cessation of Associate's relationship with the Franchised Business, whichever is later, neither Associate, nor any member of Associate's immediate family, shall have any direct or indirect interest as a disclosed or a beneficial owner, investor, partner, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within the

Territory of the Franchisee's Franchised Business, within the Territory of any other Franchised Business or within the Territory of any Company or affiliate-owned Business. The restrictions of this paragraph shall 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 (5%) or less of the number of shares of that class of securities issued and outstanding. Associate and its officers, directors, shareholders, and/or partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of this covenant will not deprive them of their personal goodwill or ability to earn a living.

6. The parties agree that the foregoing restrictive covenants in Paragraphs 1-5 will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any covenant in Paragraphs 1-5 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Company is a party, Associated expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by any applicable laws, as if the resulting covenant were separately stated in and made a part of each such Paragraph.

7. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Associate agrees that the Company may obtain such injunctive relief, without posting a bond or bonds totaling more than Five hundred and 00/100 Dollars (\$500.00), but upon due notice, and Associate'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 Associate.

8. Effect of Waiver. The waiver by Associate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Company and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and the Company relating to the matters set forth herein. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law. This instrument shall be governed by and construed under the laws of the state of Arizona.

12. Jurisdiction and Venue. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of Arizona, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Maricopa County, Arizona. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Maricopa County, Arizona. Notwithstanding the foregoing, in the event that the laws of the state where the Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

13. Severability. 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.

14. Attorneys' Fees. 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on this day _____.

Franchisor

Associate

By: Jesse Curry
Chief Development Officer
REEF HEALTH Franchise, LLC.
Name) dba

By: _____ (Associate)

(Position) of

(Entity)
License, #_____

Appendix IV **State Specific Addendums**

General

These states have statutes which may supersede the franchise agreement in your relationship with Everyday Care Franchise LLC including the areas of termination and renewal of your franchise:

Arkansas	Stat. Section 70-807
California	Bus. & Prof. Code Sections 20000-20043
Connecticut	Gen. Stat. Section 42-133e et seq.
Delaware	Code, Tit. 6, Chap. 25, Section 2551 et seq.
Hawaii	Rev. Stat. Section 482E-1
Illinois	ILCS 705/1-44
Indiana	Stat. Section 23-2-2.7
Iowa	Code Sections 523H.1 - 523H.17
Michigan	Stat. Section 19.854(27)
Minnesota	Stat. Section 80C.14
Mississippi	Code Section 75-24-51
Missouri	Stat. Section 407.400
Nebraska	Rev. Stat. Section 87-401
New Jersey	Stat. Section 56:10-1
South Dakota	Codified Laws Section 37-5B
Virginia	Code 13.1-557-574-13.1-564
Washington	Code Section 19.100.180
Wisconsin	Stat. Section 135.03

These and other states may have court decisions that may supersede the franchise agreement in your relationship with us including the areas of termination and renewal of your franchise.

Some states have statutes that limit our ability to restrict your activity after the franchise agreement has ended. Other states have court decisions limiting our ability to restrict your activity after the franchise agreement has ended.

A provision in the franchise agreement that terminates the franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW**

(Applies only to California franchisees)

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF CORPORATIONS PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

The California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination and non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control. We may not terminate your franchise except for good cause, and we must give you a notice of default and a reasonable opportunity to cure the defects (except for certain defects specified in the statute, for which no opportunity to cure is required by law). The statute also requires that we give you notice of any intention not to renew your franchise at least 180 days before expiration of the Franchise Agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of your franchise. This provision may not be enforceable under California law.

THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAW OF ARIZONA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

To the extent permitted by law, you and we waive any right to or claim for any punitive or exemplary damages against each other and agree that in the event of a dispute between us, each will be limited to the recovery of actual damages only (except in limited circumstances). Each party further waives trial by jury and, to the extent permitted by law, all claims arising out of or relating to the Franchise Agreement must be brought within one year from the date on which you or we knew or should have known of the facts giving rise to such claims (except for claims relating to nonpayment or underpayment of amounts you owe us).

The Franchise Agreement requires arbitration. The arbitration will occur at the office of the American Arbitration Association Office closest to our principal executive offices. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

OUR WEBSITE (www.reefhealth.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS

CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfp.ca.gov.

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this California Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW**

(Applies only to Hawaii franchisees)

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

(1) This registration (or one substantially similar) is presently on file or will shortly be on file in the States of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

(2) The registration is exempt from the registration requirements of the States of Florida, Kentucky, Nebraska, Texas and Utah.

(3) No states have refused, by order or otherwise, to register these franchises.

(4) No states have revoked or suspended the right to offer these franchises.

(5) The proposed registration of these franchises has been withdrawn in no states.

B. No release language set forth in the franchise agreement shall relieve us or any other person, directly or indirectly, from liability imposed by laws concerning franchising in the State of Hawaii.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

Franchisor

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC,

Franchisee

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

(Applies only to Illinois franchisees)

1. Illinois law governs the Franchise Agreement.
2. 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, arbitration may take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.
5. 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.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms as of this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE
FRANCHISE PRACTICES ACT**

(Applies only to Indiana franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement, the other agreements or Arizona law if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code § 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall supersede the provisions of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document and the Franchise Agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

4. No release language set forth in the Disclosure Document or Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. The Franchise Agreement is amended to provide that such agreement will be construed in accordance with the laws of the State of Indiana.

6. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement issued in the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Indiana Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW**

(Applies only to Maryland residents, franchisees and franchises operated within this State)

1. Item 17 of the FDD and all applicable provisions of the Franchise Agreement are amended to include the following:

“A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

“The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

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

2. It is important to note the Professional Corporation / Management Company Structure, referenced in Item 1 is not required in the state of Maryland at the time of the publication of this FDD, per current statutes and regulations. This requirement could change during the course of this Agreement and, while we will do our best to keep up with state regulations relating to medicine, it is and will continue to be your responsibility to ensure you are operating according to all current laws as they are updated and changed.

3. With regard to both the Franchise Agreement and the Disclosure Questionnaire attached thereto as Appendix IV, the 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.

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

5. Additionally, the provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland Amendment concurrently with the execution of the Franchise Agreement on this day

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

(Applies only to Michigan franchisees)

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 the franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a license 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 thirty (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 license 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 applied only if (i) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the license 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 six (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 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 license 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 license 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 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 (3rd) 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 license 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 provisions have been made for providing the required contractual service.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 525 WEST OTTAWA STREET, 670 G. MENNAN WILLIAMS BLDG., LANSING, MICHIGAN 48933 (517) 272-7117.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Michigan Amendment, concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW**

(Applies only to Minnesota franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document and/or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

1. The following language is added to the Disclosure Document and the Franchise Agreement:

"The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third (3rd) parties resulting from claims by third (3rd) parties that the Franchisee's use of the tradename infringes trademark rights of the third (3rd) party. Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

2. The Disclosure Document and the Franchise Agreement are amended as follows:

"With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a Franchisee be given ninety (90) day notice of termination (with sixty (60) days to cure) and one hundred, eighty (180) day notice for non-renewal of the Franchise Agreement."

3. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Liquidated damages and termination penalties are prohibited by law in the State of Minnesota and, therefore, the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination, of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Operating Term of the Franchise Agreement. This does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

5. Item 6 of the Disclosure Document and Section 6.9 of the Franchise Agreement are amended to update the Non-Sufficient Funds Fee, per Minnesota Statute 604.113, lowering it from \$100 per transaction to \$30 per transaction.

6. Item 17 of the Disclosure Document is amended to add the following and the following language will appear at the end of any Franchise Agreement issued in the State of Minnesota:

"Pursuant to Minnesota Statutes, Chapter 80C and Minn. Rule Part 2860-4400J, this Section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Minnesota Statutes Chapter SOC."

7. The Disclosure Document and the Franchise Agreement are amended as follows:

"Nothing contained herein shall limit Franchisee's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4407J."

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

9. 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 Franchisor. This provision supersedes any other term of any document executed with the franchise.

10. The Limitations of Claims section must comply with Minn. Stat., Section 80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minnesota Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

(Applies only to New York franchisees)

1. The cover page of the Disclosure Document is amended to add the following statement:

"INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT."

2. Item 3 of the Disclosure Document is amended by adding the following:

"Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

3. Item 4 of the Disclosure Document is amended by adding the following:

"Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership."

4. Item 5 of the Disclosure Document is amended by adding the following to the subsection entitled "Initial Franchise Fee":

"The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion."

5. Item 17 of the Disclosure Document is amended by adding 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"

6. Item 17 of the Disclosure Document is further amended by adding 6. 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."

7. Item 17 of the Disclosure Document is further amended by adding to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

"However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement."

8. Item 17 of the Disclosure Document is further amended by adding to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE LAW

(Applies only to North Dakota franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Liquidated damages and termination penalties are prohibited by law in the State of North Dakota:

"15.2 Remedies Upon Termination. If the Franchise is so terminated, and in addition to the obligations of the Franchisee as otherwise provided herein, Franchisor shall retain the full amount of any fees heretofore paid to Franchisor and Franchisee shall continue to remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement."

2. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or Arizona law if such provisions are in conflict with North Dakota law.

3. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement issued in the State of North Dakota.

4. The laws of the State of North Dakota does not allow for the following statement and they are therefore deleted from any Franchise Agreement issued in the State of North Dakota:

a. a general release to be signed upon renewal; and

b. the requirement that franchisees consent to termination or liquid damages, a waiver of trial by jury, a waiver of exemplary and punitive damages, and/or to a limitation of claims within one (1) year.

5. Item 17(r) of the Franchise Disclosure Document and Section 16 of the Franchise Agreement are amended adding the following statement to each section:

"Covenants not to compete, such as those mentioned above are generally considered unenforceable in the State of North Dakota."

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO
THE RHODE ISLAND FRANCHISE DISCLOSURE ACT**

(Applies only to Rhode Island franchisees)

The following language applies to any franchise agreement issued in the State of Rhode Island:

"Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, dictates 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.'

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO
THE SOUTH DAKOTA CODIFIED LAWS**

(Applies only to South Dakota franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of South Dakota:

1. The Franchise Agreement is amended by the deletion of the requirement to pay liquidated damages and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided herein, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions set forth herein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Operating Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Operating Term of the Franchise Agreement."

2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Franchise Agreement will be and remains subject to the construction, enforcement and interpretation of the laws of the State of Arizona. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Franchise Agreement issued in the State of South Dakota.

3. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of South Dakota.

4. Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Franchise Agreement shall afford the Franchisee thirty (30) days written notice with an opportunity to cure said default prior to termination.

5. **REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.**

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, or the Disclosure Document, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this South Dakota Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO THE VIRGINIA FRANCHISE LAW

(Applies only to Virginia franchisees)

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Virginia:

1. Item 17 of the Franchise Disclosure Document is amended by adding the following:

The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

2. Item 17.h of the Franchise Disclosure Document is amended by adding the following:

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 and 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.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of _____
(Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT LAW

This Addendum amends the Franchise Agreement, Franchise Disclosure Documents, and Related Agreements:

The state of Washington has a statute, RCW 19.100.180 which 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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.

These requirements must be included in an addendum to the Franchise Agreement you sign for the State of Washington.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO
THE WISCONSIN FRANCHISE INVESTMENT LAW**

(Applies only to Wisconsin franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) day notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Wisconsin Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____
(Principal Operator)
(Position of and Entity)

Appendix V
Closing Acknowledgements/
Franchise Disclosure Questionnaire

(This franchisee acknowledgment is not applicable to and shall not be used as to any franchise offer and/or sale involving any California resident and/or franchisee as the compliance certificate violates California corporations code sections 31512 and 31512.1)

**(Do not sign this Questionnaire if you are a resident of Maryland
or the business is to be operated in Maryland)**

(Washington Franchisees Should Not Sign This Questionnaire)

You are preparing to enter into a REEF HEALTH Virtual Franchise Agreement. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue or misleading.

1. Establishment of New Business. The purchase of a REEF HEALTH Virtual Franchise is primarily the purchase of a license to establish and operate a business under the REEF HEALTH Virtual name and trademark. You must operate the Franchise in accordance with our business format. You understand that the operation of a new business involves a number of business risks, which exist in connection with any business.

2. Ability to Operate a REEF HEALTH Virtual Business. The ability to operate a profitable Franchise requires some level of business and management skills and the capability of providing good customer service. Our franchisees must always provide excellence in customer service. How you treat customers is critical to the Business.

3. Importance of Your Effort. Starting a business is a complicated undertaking and will require both a financial investment and a commitment of personal time to work at and on the business a substantial number of hours per week. Although we will provide assistance and advice, we cannot guarantee your success as a franchisee. The earnings and profits that you earn as a franchisee will depend upon your own individual efforts in operating your Franchise. You understand that the success or failure of your Franchise may depend primarily on your local marketing efforts and you agree to engage actively and continuously in local marketing efforts such as door hangers, flyer distribution, placement of advertisements in local newspapers and magazines, community, marketing, digital marketing, social media marketing, and otherwise as we recommend. Your failure to follow our Licensed Methods may have a negative effect on the Business.

4. Additional Funds and Financial Requirements. In our Franchise Disclosure Document ("FDD"), we have disclosed an estimate of the amount of additional funds that you should have available to invest in the Business in the start-up phase. However, no amount of investment can guarantee you will have a profitable Franchise.

5. Pricing of Products and Services. Although we recommend methods to establish your pricing, as an independent business owner, you will have range to help establish your own pricing for products and services sold by your Franchise.

6. Training and Support. We produce and distribute various training materials, programs, Operations Manual and newsletters to our franchisees, and we facilitate the holding of local, regional and/or national conferences in order to encourage networking and exchange of ideas for the purpose of making your Franchise more profitable. While we can make recommendations and suggestions on how to improve your Franchise, it is up to you to avail yourself of and use the information and ideas we provide.

7. Competition. Each of the services you provide are provided by others and new competitors may appear at any time within your Territory although these competitors are not licensed to use our Licensed Methods or our Marks. It is also possible that another franchisee may be located near or adjacent to your Territory.

8. Taxes, Fees and Governmental Regulations. Your Franchise is a business operation and will be required to pay all existing and any new taxes and fees imposed on businesses by various governmental entities. Your Franchise will be subject to a variety of federal, state, and local laws and governmental regulations, including local licensing requirements, safety matters, environmental matters, toxic and hazardous materials, compliance with the Americans with Disabilities Act (ADA), OSHA, EEO, and any new or proposed legislation. You understand that we cannot advise you with regard to all such laws and it is your responsibility to know and comply with them.

9. Complaints and Litigation. Occasionally, we may receive complaints from or be served with lawsuits by our franchisees or customers of our franchisees alleging misconduct and/or a violation of law. Adverse publicity resulting from such allegations may materially affect us and all of our franchisees, regardless of whether such allegations are true. On occasion, we will file suit against franchisees or former franchisees to enforce the terms of the franchise agreement. While we believe we have not violated any franchise laws or misled or defrauded any prospective franchisees, we cannot provide any assurance that an adverse result may not occur.

10. Liability Insurance. You may, from time to time, receive complaints from or be served with lawsuits by customers alleging breach of contract or other misconduct resulting from your operation of the Franchise. Because you are licensed to use our trade name in your operation of the Franchise, we are occasionally included in these lawsuits. If we are sued because of something you have allegedly done or failed to do, you must defend us in the lawsuit. As a result, you must carry proper insurance on the Franchise and you must name us as an additional insured. If you do not carry the proper coverage or if you fail to defend us, we may cancel your Franchise Agreement.

11. Renewal Option at End of Term. Your Franchise Agreement gives you a license to operate a Franchise for an initial term of ten (10) years. At the end of the ten (10) years, if you have complied with the terms of the Franchise Agreement, you may renew your Franchise by executing the then-current franchise agreement and complying with all other requirements for renewal. If we refuse to renew your Franchise Agreement because you have not complied with the Franchise Agreement or if you choose not to renew your Franchise Agreement, you may be required to turn your customer list and your telephone numbers and electronic identities, including domain names, over to us and/or you may be prohibited from operating any similar business which competes with us or our franchisees for a period of two (2) years in your Territory.

12. Use of Independent Professional Advisers. We recommend that you consult with your own independent advisors in order to satisfy yourself concerning your ability to establish and operate a profitable business, considering the amount of working capital you have available, your anticipated debt service, your expenses, etc.

Please review each of the following questions carefully and provide responses.

1. Have you received and carefully reviewed the FDD provided to you?

Yes No

2. Did you sign a receipt page for the FDD indicating the date you received it?

Yes No

3. Have you received and carefully reviewed the Franchise Agreement and each exhibit and schedule attached to the Franchise Agreement?

Yes No

4. Do you understand that you may not rely on, and we will not be bound by (i) any representation or statement other than those included in our franchise disclosure document; or (ii) any promise or obligation that is not specifically set forth in the Franchise Agreement or an exhibit or schedule attached to the Franchise Agreement?

Yes No

5. Have you been given the opportunity, whether or not you may have done so, to discuss the risks of operating a REEF HEALTH Virtual Franchise with an attorney, accountant or other professional advisor?

Yes No

6. Do you understand that the purchase of a REEF HEALTH Virtual Franchise is a business decision that has many of the same risks associated with starting any type of business and that the success or failure of your REEF HEALTH Virtual Franchise will depend in large part upon your skills and abilities, the number of hours you work, your ability to follow and apply the Licensed Methods, competition from other businesses providing the same services, interest rates, inflation, the economy, labor costs, supply costs, and other economic and business factors?

Yes No

7. Do you understand and acknowledge that we cannot guarantee the success of your REEF HEALTH Virtual Franchise or that it will ever achieve profitability?

Yes No

8. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and us?

Yes No

9. Do you understand that any information concerning the revenue, profits, income or costs of a REEF HEALTH Virtual Franchise that was given to you by one of our franchisees is not information obtained from our employees or representatives, and we make no representation about the information's accuracy?

Yes No

10. If you answered "No" to any of the Questions 1 thru 9, please indicate the number(s) of the questions and provide a further explanation of your answer(s) in the space provided below. If necessary, attach additional sheets.

Questions Number	Explanation
------------------	-------------

Please review each of the following questions carefully and provide responses. When answering these questions, please remember that a REEF HEALTH Virtual franchisee is not our representative for the purposes of answering these questions.

11. Other than any statements specifically provided in Item 19 of our Franchise Disclosure Document, have any of our employees or representatives made any promise, prediction, guarantee, projection or other statement concerning the revenues, profits and/or income of a REEF HEALTH Virtual Franchise?

Yes No

12. Have any of our employees or representatives made any promise, prediction, guarantee, projection or other statement about the amount of money you may earn or the revenue or profits that you should or might expect to achieve as a franchisee that is contrary to, or different from, the information contained in our Franchise Disclosure Document?

Yes No

13. Have any of our employees or representatives made any statement or promise regarding the costs you may incur in operating a REEF HEALTH Virtual Franchise; the advertising, marketing, training, support service or assistance that we will furnish to you; or any other statement, promise or agreement that is contrary to, or different from, the information contained in the FDD provided to you?

Yes No

14. Have any of our employees or representatives made any promise or agreement concerning the amount or type of customers that may be available to you if you purchase a REEF HEALTH Virtual?

Yes No

15. If you answered "Yes" to any of the Questions 11 thru 14, please indicate the number(s) of the question(s) and provide a further explanation of your answer(s) in the space provided. If necessary, attach additional sheets.

Questions Number

Explanation

Notes:

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.

This questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

You understand that your answers are important and that we will rely on them when making our decision to award you a Franchise. By signing below, you are representing that you have responded truthfully to the above questions and that you FULLY UNDERSTAND AND ACCEPT ALL OF THE BUSINESS RISKS described above.

DATED: _____

FRANCHISEE

By: _____ (Principal Operator)

(Title) of
(Entity Name)

Appendix VI **Security Agreement**

THIS SECURITY AGREEMENT is made and entered into as of the date specified below (the "Effective Date") by and between Everyday Care Franchise LLC, an Arizona Limited Liability Company, with its principal place of business at 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004 (hereinafter referred to as "Secured Party"); and the party listed below ("Debtor").

Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor grants to Secured Party a security interest in all Franchise related property, together with all after-acquired property of the same general class and description and the proceeds of all property encumbered hereby (the "Collateral").

TO SECURE:

- (a) Payment of sums owed by Debtor to Secured Party in connection with Debtor's purchase of products and goods from Secured Party;
- (b) Debtor's obligations to Secured Party under that or those certain Franchise Agreement(s) between Secured party and Debtor;
- (c) Debtor's obligations to Secured Party and its affiliates, under that certain Promissory Note made in favor of Secured Party, if a Promissory Note has been made by Debtor in favor of Secured Party and any obligations under it remain outstanding;
- (d) Any and all other obligations, indebtedness and liabilities of Debtor to Secured Party, or any subsidiary or affiliate of Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and
- (e) Performance of each agreement of Debtor contained herein.

DEBTOR WARRANTS & AGREES:

1. Debtor is the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and Debtor will defend against all claims and demands of all persons at any time claiming the same or an interest therein. Collateral is described as, but not limited to, any and all personal property of Debtor, including but not limited to all furniture, fixtures, leasehold improvements, equipment, inventory, goods and supplies, accounts, chattel paper and other tangibles and intangibles and all after-acquired property and proceeds related to any of the foregoing.

2. Except as otherwise provided herein, no Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. Debtor hereby authorizes Secured Party to execute, on behalf of both Debtor and Secured Party, one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party, and to file or record same in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable and Debtor agrees to pay the cost of filing or recording the same and/or this Agreement.

3. To do all acts that may be necessary to maintain, preserve and protect the Collateral, not to commit or permit any waste thereof, and to maintain the Collateral in good order, repair and condition, reasonable wear and tear excepted.

4. Except in the ordinary course of business, not to sell, assign, lease, encumber, or otherwise dispose of all or any of the Collateral without the prior written consent of Secured Party.

5. To pay, at least ten (10) days before delinquency, all taxes, assessments and liens now or hereafter imposed on the Collateral, and to provide, maintain in force at all times, and deliver to Secured Party fire and other insurance policies (including all risk, and earthquake insurance) on the Collateral, as Secured Party may, at its discretion, require, in amounts and with companies satisfactory to Secured Party with loss payable to Secured Party.

6. If Debtor fails to make any payment or do any act as herein required, then Secured Party, without obligation to do so and without notice to or demand upon Debtor, may make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, Secured Party being hereby authorized (without limiting the general nature of the authority hereinabove conferred) to take possession of the Collateral or any part thereof and to pay, purchase, contest or compromise any security interest, encumbrance, charge or lien which, in the judgment of Secured Party, appears to be prior or superior to or to jeopardize the security interest granted hereby, and in exercising any such powers and authority to incur necessary expenses, including attorneys' fees. Secured Party's determination as to whether or not Debtor has failed to make any payment or do any act as herein required shall be final and conclusive. Debtor hereby agrees to repay immediately and without demand all sums expended by Secured Party pursuant to the provisions of this paragraph with interest from date of expenditure at the rate of ten (10%) percent per annum.

7. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

(a) Default by Debtor in the payment of the obligations or liabilities secured hereby, or failure by Debtor to perform any agreement herein contained or secured hereby.

(b) Any warranty, representation or statement, made or furnished to Secured Party by or on behalf of Debtor, proves to have been false in any material respect when made or furnished;

(c) Substantial uninsured damage, destruction, or danger, in the opinion of Secured Party, of misuse or confiscation of Collateral or the making of any levy, seizure or attachment thereof or therein; or

(d) Insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by, or against, Debtor.

8. Upon any such default, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness, obligations and liabilities secured hereby to be immediately due and payable, and Secured Party shall have all the rights and remedies provided a secured party under the Uniform Commercial Code and may proceed to foreclose the security interest created hereby according to law, and may, at its option, and it is hereby empowered, with or without foreclosure action, to enter upon any premises where the Collateral or any part thereof may be and take possession thereof and remove the Collateral or any part thereof. In addition, Secured Party may require, and Debtor agrees to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private or other intended disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown above at least ten (10) days before the time of the sale or disposition. The Collateral may be sold in one or more lots and at one or more sales, which may be held on different days and need not be held within view of the Collateral being sold. Secured Party shall deduct and retain from the proceeds of such sale or sales all costs and expenses paid or incurred in the taking, removal, holding, preparing for sale or sales of the Collateral, including any reasonable attorneys'

fees and legal expenses incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured Party upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine, and the surplus, if any, shall be paid to Debtor or to the person or persons lawfully entitled to receive the same.

(a) Secured Party, at its option, shall have the right to commence any action or proceeding against a third party or appear in or defend any action or proceeding brought by a third party purporting to affect the rights, duties or liabilities of the parties hereto, including, without limiting the generality of the foregoing, an action to foreclose the security interest created hereby, and in connection therewith to incur costs, expenses and attorneys' fees in any such action or proceeding in which the Secured Party shall appear, all of which costs, expenses and attorneys' fees will be paid or reimbursed to Secured Party by Debtor together with interest from the date of expenditure at the rate of ten (10%) percent per annum.

(b) In the event of any default hereunder, Secured Party shall be entitled, without notice and without regard to the adequacy of the Collateral and of any other security for the indebtedness hereby secured, to the appointment of a receiver to take possession of all or any part of the Collateral and to exercise such powers as the Court shall confer upon it/him/her.

(c) At any public sale or sales made under this Section 8 or authorized herein or by laws, or at any sale or sales made upon judicial foreclosure of this security interest, Secured Party (or its representative) may bid for and purchase any Collateral being sold and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

9. Secured Party shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers hereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Debtor's acceptance of this Agreement shall not affect or prejudice Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, and Secured Party shall be entitled to exercise all rights of setoff to the same effect and in the same manner as if this security interest had not been given.

10. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of damages, its cost of suit and, not as damages, a reasonable attorneys' fee to be fixed by the Court.

11. The words "Secured Party" and "Debtor", as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, successors and assigns, respectively, of Secured Party and Debtor. This Agreement shall bind and inure to the benefit of such third persons. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. All references herein to the Uniform Commercial Code means the Uniform Commercial Code as adopted by the State in which Secured Party's principal place of business is located.

DEBTOR HEREBY SPECIFICALLY CERTIFIES THAT IT HAS READ AND FULLY UNDERSTANDS THIS SECURITY AGREEMENT, DATED THIS DAY _____.

Secured Party

Debtor

By: Jesse Curry

By: _____ (Principal Operator)

Chief Development Officer
Everyday Care Franchise LLC

(Position) of
(Entity Name)

Operations Manual

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Exhibit C

FRANCHISE OPERATIONS MANUAL
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Welcome to REEF HEALTH	5
First Steps of Your Franchise Journey	6
Leadership Team	3
Franchisee's Scope of Responsibilities	18
Review of Health Club Plans and Perks	28
Working with Brokers	4
Trade area & Targeted Audiences	2
Defining the Top 6 Targeted Franchises	12
Employment Issues	7
Turnover Calculator	2
Marketing	10
Legal and Compliance	5
Total Pages – Approximately 102 Pages	

Financial Statements

Exhibit D

UNAUDITED FINANCIALS AS OF 02/28/2025

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

Balance Sheet

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$41,000
Accounts Receivable	\$500
Total Current Assets	\$41,500
Total Assets	\$41,500

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$520
Total Current Liabilities	\$520

MEMBERS' EQUITY

Members' Equity	\$40,980
Total Members' Equity	\$40,980
Total Liabilities and Members' Equity	\$41,500

List of Franchisees

Exhibit E

LIST OF FRANCHISEES

Opened Unit Franchise Outlets as of December 31, 2024:

None

Unit Franchisees with Signed Franchise Agreements But Outlet Not Yet Opened as of December 31, 2024:

None

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

None

Required Vendor Agreements

Exhibit F

Transfer Agreement

Exhibit G

TRANSFER AGREEMENT
(License #_____)

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into and effective as of _____ ("the Effective Date"), by and between Everyday Care Franchise LLC., an Arizona Limited Liability Company ("Franchisor"), and _____ ("Franchisee" or "Assignor"), and each undersigned owner of Franchisee and his or her spouse (individually, a "Franchisee Owner," and collectively, the "Franchisee Owners"), and _____ ("Assignee"), and each undersigned owner of Assignee and his or her spouse (individually, an "Assignee Owner," and collectively, the "Assignee Owners") (collectively, Franchisor, Franchisee, Franchisee Owners, Assignee, and Assignee Owners are referred to hereinafter as the "Parties").

Recitals

WHEREAS, Franchisor and Franchisee previously entered into that certain Franchisee Agreement dated _____ and any and all addenda thereto (collectively the "Franchisee Agreement"), granting to Franchisee that certain Everyday Care Franchise LLC franchise in _____ ("Unit Franchise"), and referred to as License #_____, (hereinafter the "Franchise" or "License #_____");

WHEREAS, the Franchisee Agreement provides as follows with respect to the Transfer (as defined below) of the Franchisee Agreement, the Franchise, or any interest therein:

- a. Section 14.4 of the Franchisee Agreement states that any Transfer (as defined below) of the Franchisee's interest in the Franchisee Agreement or of Franchisee's rights or privileges under the Franchisee Agreement must be approved by Franchisor in writing before such Transfer may be made or become effective;
- b. Section 14.5 of the Franchisee Agreement sets forth certain terms and conditions that must be complied with, or that Franchisor may require be complied with, before any Transfer may be made or become effective; and

WHEREAS, Franchisee and/or each undersigned Franchisee Owner wish(es) to Transfer (as set forth in Section 14 of the Franchisee Agreement) to Assignees the following interest (the "Transferred Interest"):

WHEREAS, Franchisor is willing to consent to the above Transfer of the Transferred Interest, and the Parties desire that the Transfer be made in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made part of this Agreement.
2. Consent to Transfer. Franchisor hereby consents to the Transfer of the Transferred Interest as described in the Recitals. The following conditions apply to the transfer:
 - A. The Franchisor represents and warrants that the conditions for approval of Transfer as set forth in Section 14.5 of the Franchisee Agreement, except to the extent such requirements have been otherwise addressed by the Parties, have been fully and completely satisfied to Franchisor's satisfaction.

B. Notwithstanding the foregoing, the _____ agrees to pay a transfer fee to Franchisor equal to \$ _____ ("the Transfer Fee"). The Transfer Fee must be paid before the Transfer will be approved, and before REEF HEALTH Virtual will countersign this Agreement.

3. Release. Franchisee and/or each undersigned Franchisee Owner, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former affiliated entities, and their respective officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through it (the "Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities, whether arising prior to or after the date this Agreement is executed, and which are related to or arise out of the Transferred Interest, License #_____, or the Franchisee Agreement.

4. Non-Competition; Non-Solicitation; Confidentiality.

A. *Definitions*. Wherever used in this Section 5, the term "Franchisor" shall refer to Franchisor and any affiliate, subsidiary, or any successor or assign of Franchisor. Wherever used in this Section, the phrase "directly or indirectly" includes, but is not limited to, acting, either personally or as principal, owner, shareholder, employee, independent contractor, agent, manager, partner, joint venturer, consultant, or in any other capacity or by means of any corporate or other device, or acting through the spouse, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents, or associates of any of the undersigned parties. Wherever used in this Section, the term "employees" shall refer to employees of Franchisor; any affiliate, subsidiary, or any successor or assign of Franchisor; and any franchisee of Franchisor existing as of the date of this Agreement and, to the extent allowable by law, any other person that has been an employee (as defined above) in the twelve (12) months preceding the date of this Agreement. Whenever used in this Section, the term "Confidential Information" shall be defined as provided in Section 9.1 of the Franchisee Agreement, which provisions are hereby incorporated by reference.

B. *Consideration*. The undersigned Parties acknowledge that consideration for this Agreement has been provided and is adequate. The consideration includes, but is not limited to, the granting of the Franchise to Franchisee and/or each undersigned Owner, and Franchisor's consent to the Transfer of the Transferred Interest as provided in this Agreement.

C. *Need for this Agreement*. The undersigned Parties recognize that in the highly competitive business in which Franchisor and its affiliates and franchisees are engaged, preservation of Confidential Information is crucial and personal contact is important in securing new franchisees and employees, and retaining the goodwill of present franchisees, employees, customers, and suppliers. Personal contact is a valuable asset and is an integral part of protecting the business of Franchisor. Franchisee and/or each undersigned Owner recognize that it has had substantial contact with Franchisor's employees, customers, and suppliers and Confidential Information. For that reason, Franchisee and/or each undersigned Owner may be in a position to take for his or her benefit the Confidential Information and goodwill Franchisor has with its employees and Confidential Information now or in the future. If Franchisee and/or each undersigned Owner, after the Transfer of the Transferred Interest as provided in this Agreement, takes advantage of such Confidential Information or goodwill for Franchisee's and/or each undersigned Owner's own benefit, then the competitive advantage that Franchisor has created through its efforts and investment will be irreparably harmed.

D. *Non-Competition with Franchisor.* Franchisee and/or each undersigned Owner of Franchisee agrees that for twenty-four (24) months following the date of this Agreement, neither Franchisee, nor any Owner, nor any member of Franchisee's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within twenty-five (25) miles of the Franchisee's current location(s); or (b) within twenty-five (25) miles of any REEF HEALTH Virtual franchise in operation or development on the date of this Agreement. The term "Competitive Business" means any business which derives more than Ten Thousand and No/100 Dollars (\$10,000.00) of revenue per year from the performance of medicine or related services, or any business which grants franchises or licenses to others to operate such a business, other than a REEF HEALTH Virtual franchise operated under a franchise agreement with us.

E. *Non-Solicitation of Franchisor's Employees.* Franchisee and/or each undersigned Owner agrees that for twelve (12) months after the date of this Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any employees of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise to accept employment with any person, firm, or business that competes with any business of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise; or (b) induce, request, or advise any employee of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise to terminate such employee's relationship with Franchisor, the Franchise, or any REEF HEALTH Virtual franchise; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the employees of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise, except as required by law.

F. *Non-Solicitation of Franchisor's Customers.* Franchisee and/or each undersigned Owner agrees that for twelve (12) months after the date of this Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any customers of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise to become customers of any person, firm, or business that competes with any business of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise; or (b) induce, request or advise any customer of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise to terminate or decrease such customer's relationship with Franchisor, the Franchise, or any REEF HEALTH Virtual franchise; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the customers of Franchisor, the Franchise, or any REEF HEALTH Virtual franchise, except as required by law.

G. *Confidential Information.* Franchisee and/or each undersigned Owner agrees at all times following the date of this Agreement, to hold the Confidential Information in the strictest confidence and not to use such Confidential Information for Franchisee's and/or each undersigned Owner's personal benefit, or the benefit of any other person or entity other than Franchisor, or disclose it directly or indirectly to any person or entity without Franchisor's express authorization or written consent. Franchisee and each undersigned Owner fully understand the need to protect the Confidential Information and all other confidential materials and agree to use all reasonable care to prevent unauthorized persons from obtaining access to Confidential Information at any time.

5. *Subordination.* Franchisee and/or each undersigned Owner and Assignee each agrees that all of Assignee's obligations to make any installment payments to or for the benefit of Franchisee and/or an undersigned Owner in connection with the Transfer of the Transferred Interest as provided under this Agreement shall be subordinate to Assignee's obligations under the Franchisee Agreement or any New Franchisee Agreement (as defined below) to pay to us or our affiliates any fees and payments provided for therein.

6. *No New Franchisee Agreement.* Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall be bound by all of the terms and conditions of the existing Franchisee Agreement for License # _____ and that a new Franchisee Agreement will not be executed by the Assignee. As such, any and all deadlines in the Franchisee Agreement shall remain unchanged. Assignee will also be bound by the terms of any and all addenda to the Franchisee Agreement, which are attached as Exhibit A hereto. Each principal owner of the Assignee shall execute the Guaranty and Assumption of Obligations in

the form attached as Exhibit B hereto. The executed Guaranty and Assumption of Obligations shall be submitted to Franchisor with an executed copy of this Agreement.

OR

New Franchisee Agreement. Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall sign at Franchisor's request the form of Franchisee Agreement currently used by Franchisor in selling and offering franchises like the Franchise (the "New Franchisee Agreement").

7. Guaranty of Obligations. In consideration of, and as an inducement to, the execution of this Agreement by Franchisor, each of the undersigned Assignee Owners hereby personally and unconditionally guarantees to Franchisor and its successors and assigns that the Assignee Owners will punctually pay and perform each and every undertaking, agreement and covenant of Assignees set forth in the Franchisee Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchisee Agreement, including without limitation, monetary obligations, the obligations to take or refrain from taking certain actions and arbitration of disputes. Each of the undersigned Assignee Owners waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Section 8; (2) any right the Assignee Owners may have to require that an action be brought against Franchisor or any other person as a condition of the Assignee Owners' liability; (3) all right to payment or reimbursement from, or subrogation against, Franchisor which Assignee Owners may have arising out of this guaranty of Assignee; and (4) any and all other notices and legal or equitable defenses to which Assignee Owners may be entitled in its capacity as guarantor. Each of the undersigned Assignee Owners consents and agrees that (1) its direct and immediate liability under this Section shall be joint and several; (2) it will make any payment or render any performance required under the Franchisee Agreement on demand if Assignee fails or refuses to do so when required; (3) its liability will not be contingent or conditioned on our pursuit of any remedies against Assignees or any other person; (4) its liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) the guaranty under this Section will continue and be irrevocable during the term of the Franchisee Agreement and afterward for so long as Assignee has any obligations under the Franchisee Agreement. If Franchisor is required to enforce the guaranty provided for under this Section in a judicial or arbitration proceeding, and prevail in such proceeding, then each of the undersigned Assignee Owners agrees that Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by any undersigned Assignee Owner to comply with the guaranty provisions of this Section, then the Assignee Owners shall reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

8. Breach. The Parties hereby agree that each of the matters stated herein are important, material, and confidential, and substantially affect the effective and successful conduct of the business of Franchisor and its reputation, and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, which will result in substantial and irreparable injury to Franchisor, for which the breaching Party may be preliminarily and permanently enjoined and for which the breaching Party shall also pay to Franchisor all damages (including, but not limited to, compensatory, incidental, consequential and lost profits damages) which arise from the breach, together with interest, costs and Franchisor's reasonable attorneys' fees (through final unappealable judgment) to enforce this Agreement. This Agreement does not limit any other remedies available at law or in equity available to Franchisor.

9. No Waiver. Franchisor may waive a provision of this Agreement only in writing executed by an authorized representative. No Party shall rely upon any oral representations as to a waiver of any provision of

this Agreement. No waiver by a Party of a breach by another Party of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach by the breaching Party.

10. Assignment. This Agreement is fully transferable by Franchisor. Franchisee and/or each undersigned Franchisee Owner, Assignee and Assignee Owner shall not assign, convey, sell, delegate, or otherwise transfer this Agreement or any right or duty hereunder without obtaining Franchisor's prior written consent.

11. Binding Agreement. This Agreement shall be binding upon the Parties' heirs and legal representatives. This Agreement shall be enforceable by the successors and assigns of Franchisor, any person or entity which purchases substantially all of the assets of Franchisor, and any subsidiary, affiliate or operation division of Franchisor.

12. Headings. The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

13. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed for all purposes by the laws of Arizona. If any action or proceeding shall be instituted by any Party, or any representative thereof, all Parties and their representatives hereby consent and will submit to the jurisdiction of, and agree that venue is proper in Maricopa County, State of Arizona.

14. Severance and Reformation. In case any one or more of the provisions or restrictions contained in this Agreement, or any part thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or restrictions of this Agreement. In case any one or more of the provisions or restrictions contained in this Agreement shall, for any reason, be held to be unreasonable, improper, overbroad or unenforceable in any manner, it is agreed that they are divisible and separable and should be valid and enforceable to the extent allowed by law. The intention of the Parties is that Franchisor shall be given the broadest protection allowed by law with respect to this Agreement.

15. Entire Agreement. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon any Party unless in writing and signed by the Parties. Insofar as matters within the scope of this Agreement are concerned, this Agreement is the entire Agreement between the Parties and replaces and supersedes all prior agreements and understandings pertaining to the matters addressed in this Agreement. There are no oral or other agreements or understandings between the Parties affecting this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

17. Opportunity to Seek Independent Advice. The undersigned Parties recognize that this Agreement is an important document that affects their legal rights. For this reason, the Parties may wish to seek independent legal advice before accepting the terms stated herein. The undersigned Parties acknowledge that they have had an opportunity to seek such independent legal advice. They acknowledge that they have read and understand the provisions contained herein and acknowledge receipt of a copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Agreement as of the day and year first above written.

Franchisor

Franchisee

By: Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

Assignees

By: _____

(Title)

**EXHIBIT A
TO TRANSFER AGREEMENT**

FRANCHISE AGREEMENT AND ADDENDA (IF ANY)

(Attached)

EXHIBIT B
TO TRANSFER AGREEMENT
Guaranty & Assumption of Obligations
(LICENSE # _____)

In consideration of, and as an inducement to, the execution of the Transfer Agreement dated _____, by and between Everyday Care Franchise LLC an Arizona Limited Liability Company ("us"), _____, ("Assignor"), and _____ ("Assignee") for relating to the Franchise Agreement dated _____, and all addenda thereto (collectively the "Franchisee Agreement"), each of the undersigned owners of the Assignee and their respective spouses (the "Assignee Owners" or "you"), hereby personally and unconditionally agree to perform and keep during the terms of the Franchisee Agreement, each and every covenant, obligation, payment, agreement, and undertaking on the part of Assignee contained and set forth in the Franchisee Agreement. Each of you agree that all provisions of the Franchisee Agreement relating to the obligations of Assignee, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the Franchisee Agreement, shall be binding on you.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Assignee or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Assignee which you may have arising out of your guaranty of the Assignee's obligations; and (4) any and all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty shall be joint and several; (2) you will make any payment or render any performance required under the Franchisee Agreement on demand if Assignee fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Assignee or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the Franchisee Agreement and afterward for so long as the Assignee has any obligations under the Franchisee Agreement.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for any of the above-listed costs and expenses incurred by us.

This Guaranty may be executed in counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original. This Guaranty is now executed as of the Agreement Date.

Assignees

By: _____

(Title)

General Release

Exhibit H

GENERAL RELEASE

THIS GENERAL RELEASE AGREEMENT ("Release") is made and entered into _____, by and between Everyday Care Franchise, LLC, an Arizona limited liability company ("Franchisor") and _____ a limited liability company ("Franchisee"), and each owner of Franchisee (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Franchisee, and Owners are referred to hereinafter as the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into that certain Franchise Agreement dated _____, (the "Agreement"), granting Franchisee the right to operate a Franchise Business of Franchisor ("Virtual") for a specific Term (as defined in the Agreement); and

WHEREAS, Franchisee desires to transfer the Agreement to _____ and Franchisor has approved said transfer; and

WHEREAS, Section 2.4(c) of the Agreement requires Franchisee and each of its Owners and to execute, in favor of Franchisor and its officers, directors, agents, and employees, and Franchisor's affiliates and their officers, directors, agents, and employees, as a condition to renew the Agreement, a general release from liability of all claims that Franchisee, its Owners, may have against Franchisor, its affiliates, and their respective owners, officers, directors, employees, and agents; and

WHEREAS, the Parties desire to enter into this Release to comply with the requirements of the Agreement

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other valuable consideration, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of this Release.
2. Release of Franchisor. Franchisee, each Owner and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisor (the "Franchisor Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Franchisor Releasing Entities may have against the Franchisor Released Entities as of the date this Release is executed.

3. **Release of Franchisee.** Franchisor, each Owner and his or her spouse, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisee and its present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisee (the "Franchisee Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, relating to License NJ001 and its associated Franchise Agreement, which the Franchisee Releasing Entities may have against the Franchisee Released Entities as of the date this Release is executed.

4. **Miscellaneous.**

- A. This Release contains the entire agreement and representations between the Parties hereto with respect to the subject matter hereof. This Release supersedes and cancels any prior understanding or agreement between the parties hereto whether written or oral, express or implied. No modifications or amendments to this Release shall be effective unless in writing, signed by all Parties.
- B. In the event any provision hereof, or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of any provision, or of any other provision hereof, and each provision of this Release shall be deemed severable from all other provisions hereof.
- C. This Release shall be governed by the laws of the State of Arizona. Any litigation or court action arising under or related to this Release shall be filed in state or federal court in Maricopa County, State of Arizona.
- D. In the event a court action is brought to enforce or interpret this Release, the prevailing Party in that proceeding or action shall be entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred. The prevailing Party shall be entitled to reimbursement of all such expenses both in the initial proceeding or action and on any appeal therefrom.
- E. This Release is binding on the Parties hereto and their respective successors, heirs, beneficiaries, agents, legal representatives, and assigns, and on any other persons claiming a right or interest through the Parties.

F. This Release may be executed in any number of counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Release as of the day and year first above written.

FRANCHISOR

Jesse Curry
Chief Development Officer
Everyday Care Franchise LLC

FRANCHISEE

By: _____

By: _____

State Effective Dates

Exhibit I

State Effective Dates

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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.

Receipts

Exhibit J

RECEIPT

(YOUR COPY – RETAIN FOR YOUR FILES)

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

If Everyday Care Franchise LLC offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 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.

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

Issuance Date: March 25th, 2025

The following franchise seller(s) will represent us in connection with the sale of our franchises: Jesse Curry, Chief Development Officer, at 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004, 1-833-353-REEF, and (Name) _____ (Address) _____ (Phone) _____

I have received the Disclosure Document dated March 25th, 2025, which included the following Exhibits:

E. List of Franchisees

A. Directory of State Administrators & Agents for Service of Process	F. Required Vendor Agreements
B. Franchise Agreement	G. Transfer Agreement
C. Operations Manual Table of Contents for Unit Franchises	H. General Release
D. Financial Statements	I. State Effective
	J. Receipts

Prospective Franchisee Signature

Printed Name

Date Received: _____

Instructions for returning the receipt:

If the disclosure document is not delivered in person, the prospective franchisee must sign both copies, retaining one (1) for the prospective franchisee's records. The other copy must be mailed to the franchisor: Everyday Care Franchise LLC, at 2020 N. Central Ave., Unit 400, Phoenix, AZ 85004, or by emailing a copy of the signed and dated receipt to us at jesse.curry@reefhealth.com.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

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

If Everyday Care Franchise LLC offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 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.

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