FRANCHISE DISCLOSURE DOCUMENT

ALC Franchise, LLC
A Florida limited liability company
13500 Sutton Park Drive South, Suite 504
Jacksonville, FL 32224
(904) 874-5775
www.AndersonLongevityClinic.com

This disclosure document provides information regarding the operation of a clinic management system relating to the management of clinics that combine state-of-the-art medical techniques with performance-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products, and services, all of which are provided by a licensed medical professional or medical personnel supervised by a licensed medical professional.

The total investment necessary to begin operation of an Anderson Longevity Clinic® ranges from $173,450 to $309,250. This includes $50,750 to $65,750 that must be paid to the franchisor or affiliate. If you buy 2 to 3 franchises under an Area Development Addendum, the investment will range from $213,450 to $389,250, which includes $90,750 to $145,750 that must be paid to us or our affiliates.

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 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dr. Brian D. Anderson, 13500 Sutton Park Dr. S STE 504 Jacksonville, Florida 32224, (904) 874-5775, Info@ALCFranchise.com.

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

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

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

The issuance date of this Franchise Disclosure Document: **March 10, 2026**

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 D.
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 A 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 Anderson Longevity Clinic® business 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 an Anderson Longevity Clinic® franchisee?	Item 20 or Exhibit D 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

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 E.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a long operating history.

3. **Sales Performance Required**. You must maintain minimum sales performance levels. Your ability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

5. **Financial Condition.** The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 6th Floor
525 West Ottawa
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

ANDERSON LONGEVITY CLINIC®
FRANCHISE DISCLOSURE DOCUMENT

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ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

ALC Franchise, LLC ("us," "our" or "we") is the franchisor. "You" or "your" means the person or legal entity that buys the franchise. The term "you" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, or other entity that signs a franchise agreement as the franchisee.

The Franchisor, Predecessors and Affiliates

We are a Florida limited liability company, and we were organized on January 8, 2025. We maintain our principal place of business at 13500 Sutton Park Drive South, Suite 504, Jacksonville, Florida 32224. We do not maintain sales offices at any location other than our principal place of business. We conduct business under the name and mark "Anderson Longevity Clinic®" and we do not conduct business under any other name. Our agents for service of process are listed in Exhibit E.

We franchise the right to manage an Anderson Longevity Clinic® (an "**Anderson Longevity Clinic®**" or a "**Clinic**"), a clinic management system relating to the management of clinics that combine state-of-the-art medical techniques with performance-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products, and services, all of which are provided by a licensed medical professional or medical personnel supervised by a licensed medical professional ("**Affiliated Practitioners**"). We began to offer Anderson Longevity Clinic® franchises in January 2025.

We do not operate any businesses of the type being franchised, but the following affiliates do:

Entity Name	State and Type of Formation	Date of Formation
Brian D. Anderson, P.A. d/b/a/ Anderson Longevity Clinic® (the "**Anderson PA**")	Florida professional association	July 2013
Anderson Longevity Clinic® Winter Park LLC ("**Anderson Winter Park**")	Delaware limited liability company	July 2024
Anderson Longevity Clinic® Davie LLC ("**Anderson Davie**")	Delaware limited liability company	December 2024
Anderson Longevity Clinic® Rhode Island, LLC ("**Anderson Rhode Island**")	Rhode Island limited liability company	September 2021
Anderson Longevity Clinic® Indianapolis LLC ("**Anderson Indianapolis**")	Delaware limited liability company	September 2023

The above affiliates all share our principal place of business. None of these affiliates currently offer any products or services to franchisees or offer franchises in any other line of business.

Our affiliate, ALC Physician Services, LLC, d/b/a Outlive Pharmacy ("**ALC Physician Services**") owns a pharmacy and sells pharmaceutical products to franchisees and affiliate-owned Clinics. ALC Physician Services does not operate businesses of the type offered under this disclosure document nor does

it sell franchises in any line of business. ALC Physician Services shares our principal place of business.

Our affiliate, Ultimate Helix, LLC ("**Ultimate Helix**"), owns and operates a software application used by franchisees and affiliate-owned Clinics. Ultimate Helix does not operate businesses of the type offered under this disclosure document nor does it sell franchises in any line of business. Ultimate Helix shares our principal place of business.

Neither we nor our affiliates offer, nor in the past have ever offered, any franchises other than as described in this disclosure document. We do not engage in, and have not in the past engaged in, any business activity other than these franchising activities.

We have no parents or predecessors.

The Franchise Offered

We have developed (and continue to develop and modify) a clinic management system relating to the management of clinics (each, a "**Franchised Business**") that combine state-of-the-art medical techniques with longevity-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products and services, all of which are provided by Affiliated Practitioners. The Franchised Business includes the right to use our marketing, business development, and advertising techniques; operating procedures; product and service quality standards; business methods; and other expertise that we supply (collectively, the "**System**").

The Franchise Agreement for a Anderson Longevity Clinic®

We will offer qualified individuals or legal entities the opportunity to enter into a franchise agreement (the "**Franchise Agreement**") with us. Under the Franchise Agreement we will grant you the right and license to operate a Franchised Business that will manage an Anderson Longevity Clinic® under the System at an agreed-upon location (the "**Franchised Location**"), under our Marks (as defined below). The Franchise Agreement is attached as Exhibit B.

Anderson Longevity Clinics® are managed according to our System. We identify the System with certain trade names, trademarks, service marks, logos, emblems, and indicia of origin, including but not limited to the mark "Anderson Longevity Clinic®" and any other trade names, service marks, and trademarks (the "**Marks**"), as are now designated (and may in the future be designated by us in writing) for use in connection with the System.

Management Agreement

The Anderson Longevity Clinic® will be operated by one or more licensed medical professionals to provide medical services in the state in which the Anderson Longevity Clinic® is located, including those individuals with one or more of the following licenses: MD (Medical Doctor), DO (Doctor of Osteopathy), PA (Physician Assistant), and NP (Nurse Practitioner). The licensed medical professional(s) will form a professional entity, which is a professional corporation, professional limited liability company, service corporation, or similar entity, referred to as a "**PC**," that will provide medical services to patients at the Anderson Longevity Clinic®. We must approve the PC candidate. To summarize: while we do not require you, the franchisee, to be a licensed medical professional (but you may be required to be a medical professional under applicable state law), the PC must be (or must be owned by) a licensed medical professional.

Before you begin operating the Franchised Business, you must enter into a management agreement ("**Management Agreement**") with the PC. You must sign a Management Agreement with a PC to open the Anderson Longevity Clinic®. Under the Management Agreement, you will provide the PC with management and administrative services and support consistent with the System to support the PC's clinic and its delivery of medical services and related products to patients, consistent with all applicable laws and

regulations. The services the Franchised Business will provide to the Anderson Longevity Clinic® include owning, maintaining, and repairing the equipment; business planning; financial management; bookkeeping, accounting, and data processing; maintaining patient records; managing materials used in the Anderson Longevity Clinic®; human resources management; billing and collections; administering utilization, cost, and quality management systems; arrange and maintain malpractice insurance; advertising, marketing, and promotional activities; arranging for legal services, when needed; perform credentialing support services; and other business, management, and administrative services the parties agree to. You will be the exclusive provider to the PC of the management services described above, and the PC shall not obtain any management services from any other source. You will never perform medical diagnostic, therapeutic, or related professional services; those services will only be performed by the PC.

Attached to the Franchise Agreement as Exhibit I is our standard form of Management Agreement Addendum. It is your sole responsibility to ensure the Management Agreement is consistent and in compliance with applicable federal, state, and local health laws, regulations, rules and ordinances. You must retain a lawyer, licensed in the state where your Anderson Longevity Clinic® will be located and familiar with applicable health care laws, to advise you on the Management Agreement and compliance with applicable federal, state, and local health laws, regulations, rules and ordinances. You may negotiate the monetary terms and, with our written consent, certain other terms of the relationship with the PC. You must obtain our written approval of the final Management Agreement prior to its execution, but our approval of the Management Agreement is not a representation or warranty respecting its compliance with any laws or regulations but is merely to ensure it comports with our Brand Standards (as that term is defined in Item 8).

You must have a Management Agreement in effect with a PC at all times during the operation of the Franchised Business. In the event the Management Agreement with the PC is terminated during the initial term of your Franchise Agreement, you must enter into a new Management Agreement with a replacement PC as soon as practicable, but in no event later than 60 days after you provide or receive notice that the Management Agreement with the original PC is being terminated.

The PC will employ and control the Affiliated Practitioners who will provide the actual medical services at the Anderson Longevity Clinic®. You will not provide any medical services to the patients of the Anderson Longevity Clinic® nor will you supervise, direct, control or suggest to the PC or the PC's medical staff in the manner in which they provide or may provide medical services to its patients. Due to various federal and state laws, and state professional licensing board rules, regarding the practice of medicine and the ownership and operation of medical practices and health care businesses that provide medical services, it is critical that you do not engage in practices that are, or may appear to be, the practice of medicine.

Waiver of Management Agreement

In the event applicable state law does not require the use of a management agreement between you and a PC, as determined by you and your legal counsel, we may waive certain of the foregoing requirements. If we do so, you and we will execute the Management Agreement Waiver attached to the Franchise Agreement as Exhibit J. While we may review applicable state law in our discretion, it is your responsibility to determine whether you are eligible to manage and operate the Clinic, and it is your continued responsibility to determine if any changes in applicable laws and regulations will impact your Clinic or that would render your operation of the Clinic under one entity as a violation of any applicable laws or regulations.

Area Development Program

We also grant to persons who meet our qualifications and who are willing to undertake the investment and effort, the right to develop within a predetermined period, and operate, multiple Anderson Longevity Clinics® within a geographical area. Our standard form of Area Development Addendum is

attached to this disclosure document as Exhibit C (the "**Area Development Addendum**"). Each Anderson Longevity Clinic® is operated under a separate Franchise Agreement. You will be required to sign our then-current form of Franchise Agreement, which may contain different terms than the current Franchise Agreement attached as Exhibit B to this disclosure document.

Industry-Specific Regulations

You must comply with all local, state, and federal laws, regulations, rules, and ordinances that apply to your Franchised Business and the Anderson Longevity Clinic®. The medical industry is heavily regulated. These applicable laws and regulations may include federal, state and local regulations, as well as state professional licensing board rules, relating to: the practice of medicine and the operation and licensing of medical services; the relationship of providers and suppliers of health care services, on the one hand, and physicians and clinicians, on the other, including anti-kickback laws such as the Federal Medicare Anti-Kickback Statute and similar state laws; restrictions or prohibition on fee splitting; physician self-referral restrictions; privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996, or "**HIPAA**"); use of medical devices; and advertising of medical services. While not all of these laws and regulations will be applicable to all Anderson Longevity Clinics® due to their locations, it is important to be aware of the regulatory framework.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to the Anderson Longevity Clinic® and its employees. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the management of a medical office. We may require you to provide proof of these licenses, permits and certificates to us upon request, but if we do so, it remains your responsibility to identify and obtain them.

You must also make sure that your relationship with the PC for which you manage the Anderson Longevity Clinic® complies with all laws and regulations, and that the PC secures and maintains in force all required licenses, permits and certificates relating to the operation of a Anderson Longevity Clinic®. Each state has medical, nursing, physician assistant, and/or other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as (as applicable) physicians, nurse practitioners, and physician assistants in the state where the Anderson Longevity Clinic® is located, and to hold required certifications by, or registrations in, any applicable professional association or registry.

As stated above, you will not and must not accept or process any payment from or through either (a) any government funding, including but not limited to Medicare and Medicaid, or (b) any commercial health insurance plans, health maintenance organizations or other types of commercial third-party payor organizations. You must ensure that your billing and collections practices comply with all federal and state laws, rules, regulations, and ordinances.

If we grant you the right to operate a Franchised Business, we are not engaging in the practice of medicine, nursing or any other profession that requires specialized training or certification, and you must not engage in the practice of medicine, nursing, or any other profession that requires specialized training or certification, with the exception for those franchisees who sign a Waiver of Management Agreement. The Franchise Agreement and Management Agreement will not interfere, affect or limit the independent exercise of medical judgment by the PC and its medical staff. You must research all applicable laws, and we strongly advise that you consult with an attorney and/or contact local, state and federal agencies before signing a Franchise Agreement with us, or a Management Agreement with a PC, to determine your legal obligations and evaluate the possible effects on your costs and operations.

In addition, you must operate the Franchised Business in full compliance with all applicable laws,

ordinances and regulations, including government regulations relating to occupational hazards, health, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business.

Competition

The market for clinic management businesses is developing and highly competitive. The target market for these services includes the general public. The growing needs of the population have increased the demand for alternatives to traditional medicine to treat certain diseases. Other competitors include providers of traditional medical services, such as private practice physician offices and health clinics, integrated health clinics, and natural health clinics. As a franchisee, the Anderson Longevity Clinic® that you manage will compete with other providers of these services, including franchised and non-franchised businesses, as well as hospitals and private medical practices. Medical clinics compete on the basis of many factors, such as price, service, location, quality, promotions and marketing programs. These businesses are often affected by other factors as well, such as changes in economic conditions; changing trends and advancements in healthcare; seasonal population fluctuation; and travel patterns.

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ITEM 2. BUSINESS EXPERIENCE

Dr. Brian D. Anderson, Founder, CEO, and President

Dr. Brian D. Anderson is our founder, CEO, and President, and has been our CEO and President since January 2020. Dr. Anderson also currently serves as the founder, CEO, and President for our affiliate, Brian D. Anderson, PA d/b/a/ Anderson Longevity Clinic®, and has held these positions since July 2013. Dr. Anderson is based in Jacksonville, FL.

Gina Kretsch, Director of Operations

Ms. Kretch has been our Director of Operations since January 2022. Prior to that, she was our Office Manager from December 2020 through December 2021. Before joining us, Ms. Kretsch was a Laboratory Service Technician in Bloomington, MN from April 2015 through November 2020. Ms. Kretsch is based in Jacksonville, FL.

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ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

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ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

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ITEM 5. INITIAL FEES

Initial Franchise Fee

When you sign your first Franchise Agreement you must pay us an initial franchise fee of $50,000 (the "**Initial Franchise Fee**"). The Initial Franchise Fee will be payable in a lump sum, and is non-refundable for administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to franchise others. Other than as discussed above, the Initial Franchise Fees are uniform for new franchisees signing Franchise Agreements.

Development Fee

If we grant you the right to open more than one Clinic at a time, you must pay us a development fee of $40,000 per additional Clinic (a "**Development Fee**"). The Development Fee is payable immediately upon signing the Area Development Addendum. This fee is in addition to the Initial Franchise Fee for the first Clinic. You will not be required to pay an additional Initial Franchise Fee for those Clinics opened and operated under the Area Development Addendum. If you choose to enter into an Area Development Addendum to open multiple clinics, you will do so at the same time as your initial Franchise Agreement. You must develop a minimum of two Clinics. The Development Fee is non-refundable, even if you fail to open any Clinics. For example, if you enter into an Area Development Addendum for a total of four Clinics, you will pay us $50,000 as the Initial Franchise Fee for the first clinic, and $120,000 as the Development Fee for the three additional Clinics to be developed.

Initial Software Licensing Fee

Prior to opening the Clinic, you will pay us or our approved vendor the initial software licensing fee associated with computer software that we may require for use in your Clinic and/or are developing, utilizing, or enhancing for use in Clinic. Currently, we require that you pay to us $750 (the "**Initial Software Licensing Fee**"). The Initial Software Licensing Fee will be payable in a lump sum, and is non-refundable. Other than as discussed above, the Initial Software Licensing Fee are uniform for new franchisees signing Franchise Agreements.

Grand Opening Fee

In addition to the Initial Franchise Fee and Initial Software Licensing Fee, you must spend, at minimum, $15,000 (the "**Grand Opening Fee**") to market and promote the opening of your Clinic (the "**Grand Opening Campaign**"). We reserve the right to require you to pay to us the Grand Opening Fee, and if we exercise this right we will deposit the Grand Opening Fee with our designated supplier who will develop and conduct the Grand Opening Campaign. You may spend more than the Grand Opening Fee on the Grand Opening Campaign so long as you are in compliance with our standards and specifications. You must pay the Grand Opening Fee during the period beginning thirty (30) days before and ending sixty (60) days following the Opening Date of your Clinic.

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ITEM 6. OTHER FEES

OTHER FEES

Type of Fee (See **Note 1**)	Amount	Due Date	Remarks
Royalty Fee	The greater of: (i) 8% of Gross Revenues; or (ii) a minimum of $2,500 per month (the "**Minimum Royalty**")	Monthly on the Payment Date	The "**Payment Date**" is the day each month we designate in writing for payment of the Royalty Fee and other monthly fees.
Brand Marketing Fee	1% of Gross Revenues	Monthly on the Payment Date	(See **Note 3**)
Local Marketing Fee	The greater of: (i) 4% of Gross Revenues; or (ii) $4,000 per month	If due to us, Monthly on the Payment Date	(See **Note 4**)
Cooperative Marketing Fee	If established, an amount set by the cooperative, not to exceed (i) 4% of Gross Revenues; or (ii) $4,000 per month, which is currently not assessed	If due to us, Monthly on the Payment Date	We may, in our discretion, create a local or regional marketing cooperative ("**Cooperative**") in any area, or we may approve the creation of such a Cooperative. If created, the Cooperative may require each of its members to make contributions to it in an amount as agreed upon by the Cooperative members or as we may prescribe. Any funds contributed to a Cooperative will be credited against your Local Marketing Fee; provided, however, that if your contributions to a Cooperative are less than your Local Marketing Fee, you must still spend the difference locally.
Technology Fee	0.5% of Gross Revenues	Monthly on the Payment Date	(See **Note 5**)
Proprietary Software Fee	$400 per month, may be increased by up to 25% year-over-year, compounded annually, not more than one time per year	Monthly on the Payment Date	Payable for access to and use of our proprietary software and technology that is licensed to you for other maintenance and support services.
Additional and Refresher Training	$750 per day per person, plus our out-of-pocket costs	Upon demand	(See **Note 6**) Per diem fee not to exceed $1,000.
Convention Registration Fee	$600 per attendee, but may be increased not to exceed $1,000 per attendee	Upon demand	If we decide, in our discretion, to hold a convention or designate a third-party sponsored event as the convention, we may require you to attend the convention and to pay our then-current Convention Registration Fee. We reserve the right to charge you a fee to cover the convention expenses in the event you choose not to attend.
Insufficient Funds Fee	$250 per occurrence	Upon demand	If there are insufficient funds which we make a withdrawal by EFT, then we have the right to charge you the fee to compensate us for increased administrative and management costs due to late payment.

Type of Fee (See **Note 1**)	**Amount**	**Due Date**	**Remarks**
Interest on Overdue Payments	The lesser of 1.5% per month or the highest commercial contract interest rate permitted under applicable law	Upon demand	Due if you don't pay us the amounts you owe us. Interest will be charged only on overdue amounts and will start to accrue on the date when the payment was originally due.
Records and Rights of Inspection (Audit)	The under reported amount, plus our costs we incur and the lesser of (a) 1.5% interest per month or (b) highest interest rate permitted by law.	Upon demand	Only applicable if we require you undergo an audit.
New Product and Supplier Evaluation Fee	$500 per request, plus our out-of-pocket costs	Upon demand	If you propose a new supplier of products, and we inspect the supplier or test the supplier's products, we may charge you or the supplier for our costs in conducting those inspections or running those tests. Per request fee not to exceed $1,000.
Special and Patient Satisfaction Programs	Currently, $0, up to $1,000 per "shop"	If implemented, upon demand	We may establish and maintain, at your expense, and you agree to fully participate in and honor all loyalty benefit programs we establish ("**Special Programs**"), and quality control, patient satisfaction surveys, or any other quality control or evaluation programs ("**Patient Satisfaction Program**"). Per shop fee not to exceed $1,000.
Transfer Fees (controlling interest)	75% of our then-current Initial Franchise Fee if the transferee is a new Anderson Longevity Clinic® franchisee 50% of our then-current Initial Franchise Fee if the transferee is an existing Anderson Longevity Clinic® franchisee	At the time of your request for approval of a transfer	If the transfer involves a controlling interest in you, you will pay us this fee at the time you request approval for this transfer.
Transfer Fee (non-controlling interest)	$1,500	At the time of your request for approval of a transfer	If the transfer involves a non-controlling interest in you, you will pay us this fee at the time you request approval for this transfer.
Renewal/Successor Fee	10% of the then-current Initial Franchise Fee	Before renewal	Payable if you choose to enter into our then-current Franchise Agreement for a successor term.
Lease Assistance Fee	$2,000	Before renewal	Payable if you request our assistance to work with your landlord to renew your lease or in working with another landlord in securing substitute Franchised Location we approve, and we agree to provide such assistance.

Type of Fee (See **Note 1**)	**Amount**	**Due Date**	**Remarks**
Relocation Fee	25% of the then-current Initial Franchise Fee	Upon our approval of your relocation	If you are unable to operate the Franchised Business from the Franchised Location due to a *force majeure*, you may request to another location in the Territory.
Costs and Attorneys' Fees	Reasonable attorneys' fees	Upon demand	Only applicable if you fail to comply with the Franchise Agreement, if we are joined in a lawsuit, or administrative or legal proceedings are commenced against us involving you, in which case we may recover our costs and attorneys' fees.
Insurance	Actual premiums we pay on your behalf	Upon Demand	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so) and charge you for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a 10% administrative fee for our time incurred in obtaining the insurance.
Indemnity	Liability incurred	As incurred	You must indemnify us and reimburse us for our costs (including our attorneys' fees) if we are sued or held liable in any case having anything to do with your business operations, and for any acts we perform on your behalf if we exercise our Step-In Rights.
Temporary Management Fee	Actual costs plus $1,000	As incurred	(See **Note 7**) Weekly management fee not to exceed $1,000 (plus our costs and expenses).
Non-Compliance Fee	$0 - $500 per violation	Upon demand	We may charge you the applicable Non-Compliance Fee, as set forth in the Operations Manual, for your failure to comply with Brand Standards.

Notes:

1. Type of Fee. All fees are payable to us, and are imposed and collected by us. All fees are uniformly applied to new franchisees and are non-refundable. However, in cases and circumstances in which it may be appropriate or necessary to do so, we reserve the right to modify some of these fees for particular franchisees. It is your sole responsibility to ensure your full compliance with applicable federal and state laws and regulations, including but not limited to those regarding the payment of fees to us.

   For the fees we designate, we may draft from your designated bank account, per our electronic funds transfer ("**EFT**") process, the first Wednesday of each month (or other payment date we designate in the Operations Manual or otherwise in writing). If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. We may change the frequency or method you must pay any and all fees to us in the Operations Manuals or otherwise in writing.

   Your payment of the Royalty Fee, Brand Marketing Fee, and all other payments under the Franchise Agreement are not intended to, and shall not be interpreted or implied to permit you to, share fees for medical services.

2. Royalty Fee. You will pay us, by EFT, the monthly Royalty Fee as a percentage of "**Gross Revenues**," which is defined as: all revenue derived from operating your Franchised Business, which includes all the revenues received from marketing and selling products and services sold or provided by your Franchised Business that we develop or approve from time to time, and all the revenues received from selling any other products or services sold through your Franchised Business or sold through or using the System, whether or not such products or services bear the Marks or were developed by us, and in any case whether in the form of cash, credit or otherwise and whether or not payment is received at the time of sale or any amounts prove uncollectible. Gross Revenues does not include any sales tax or other taxes collected by the Franchised Business and paid to the appropriate taxing authority.

We will have independent access to your operational and financial information and data, and we will access that data to obtain the applicable revenue reports as described in the Operations Manuals ("**Revenue Reports**"). Notwithstanding the foregoing, upon request, you must submit or deliver to us any and all reports, statements and/or other information, which may include electronically pulled data that we obtain from your point-of-sale system in the manner and form that we specify within 14 days of our written request. Our right to access your Computer System directly does not diminish your responsibility to provide us with the Revenue Report.

3. Brand Marketing Fee. You will pay us a monthly Brand Marketing Fee. Such amount shall be contributed to a Brand Marketing Fund ("**Brand Marketing Fund**"). The Brand Marketing Fee is payable to us at the same time and in the same manner as the Royalty Fee.

4. Local Marketing Fee. You must spend on approved local advertising the greater of: (i) 4% of Gross Revenues or (ii) $4,000 per month (the "**Local Marketing Fee**"). We may, at any time, require you to pay to us the Local Marketing Fee, and you must pay to us the Local Marketing Fee in the same manner as the Brand Marketing Fee or as we otherwise specify in writing. If we require you to pay to us the Local Marketing Fee, we will deposit the Local Marketing Fee into the Brand Marketing Fund to be spent on local marketing and promotional activities in, around, near or attempting to target your Territory, including marketing and promotional activities on the Internet. If we do not require you to pay us the Local Marketing Fee, then you must provide us with proof of your local marketing expenditures, and you must deposit with us the difference between what you did spend and the minimum required amount to be deposited in the Brand Marketing Fund.

During the term of the Franchise Agreement, you must meet the minimum Gross Revenue (defined below) for each Operations Year:

Operations Year	Minimum Gross Revenue
Year 1	$125,000
Year 2	$250,000
Year 3 and onward	$400,000

If you fail to satisfy the minimum Gross Revenue for any Operations Year, we may require you to spend an additional amount per month on local advertising, equal to the greater of: (1) 1% of Gross Revenues or (2) $1,000 (in addition to the additional training requirement set forth in Note 6 and the step-in management right set forth in Note 7).

5. Technology Fee. In addition to the Initial Software Licensing Fee, you are required to pay our

technology fee ("**Technology Fee**"). The Technology Fee may be used for the franchise management system used in your Franchised Business and for developing, researching, maintaining, implementing, modifying, and/or upgrading technology used in connection with the Anderson Longevity Clinic® as we deem appropriate in our sole discretion.

6. Additional and Refresher Training. For any training that we provide to you and your personnel, you are responsible for expenses incurred while you and your personnel attend training, including salaries, benefits, travel, lodging, meals and other related expenses. We reserve the right to charge you for training additional personnel, for supplemental or additional training programs that we require or that you request, and for retraining persons who are repeating the course or replacing a person who did not pass. You must also pay our out-of-pocket expenses that we incur, including all of our travel, meal, and payroll expenses associated with providing the additional training.

   If you fail to meet the minimum Gross Revenue set forth in Note 4 above, we may require you to attend and complete additional training, at your sole expense (in addition to the additional local advertising expenditure requirement set forth in Note 4 and the step-in management right set forth in Note 7).

7. Temporary Management Fee. If we determine in our sole judgment that the operation of your Franchised Business is in jeopardy, or if a default occurs, or if you fail to meet the minimum Gross Revenue (in addition to our rights set forth in Note 4 and Note 6, above), then in order to prevent an interruption of the Franchised Business, which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical. You also authorize us to establish and use a new Clinic management agreement with a medical provider of our choice, for as long as we deem necessary. You agree to pay us our then-current fee to manage the Franchised Business (the "**Temporary Management Fee**") and all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the step-in rights, including reasonable compensation and expenses for our representatives.

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ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. SINGLE CLINIC FRANCHISE

Type of Expenditure (See **Note 1**)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	**High**			
Initial Franchise Fee (See **Note 2**)	$50,000	$50,000	Lump sum	Upon signing Franchise Agreement	Us
Initial Software Licensing Fee (See **Note 3**)	$750	$750	Lump Sum	Before opening the Clinic	Us
Grand Opening Advertising (See **Note 4**)	$15,000	$20,000	As Incurred	Before opening the Clinic	Us or Suppliers
Initial Marketing Spend (see **Note 5**)	$15,000	$15,000	As Incurred	Before opening the Clinic	Suppliers
Lease, Utility and Security Deposit (See **Note 6**)	$6,500	$20,000	Lump sum	Upon signing lease and as incurred	Landlord
Leasehold Improvements (See **Note 7**)	$11,000	$26,000	As incurred	As incurred	Contractors
Signage (See **Note 8**)	$1,500	$9,000	Lump sum	As incurred	Suppliers
Furniture and Fixtures (See **Note 9**)	$8,000	$20,000	Lump sum	As incurred	Suppliers
Medical Equipment (See **Note 10**)	$2,200	$4,000	Lump sum	As incurred	Suppliers
Initial Inventory (See **Note 11**)	$2,000	$3,500	As incurred	As incurred	Suppliers
Office Equipment, Computers and Supplies (See **Note 12**)	$4,500	$8,000	As incurred	As incurred	Suppliers
Business Licenses and Permits (See **Note 13**)	$500	$1,000	As incurred	As incurred	Government Agencies
Professional Fees (See **Note 14**)	$2,000	$8,000	As incurred	As incurred	Various Professionals
Insurance (See **Note 15**)	$2,000	$15,000	As incurred	As incurred	Insurance Carrier(s)
Travel and living expenses during training (See **Note 16**)	$2,500	$9,000	As incurred	During training	Suppliers
Additional Funds – 3 Months (See **Note 17**)	$50,000	$100,000	As incurred	As incurred	Various Third Parties
Total Estimated Initial Investment (See **Note 18**)	**$173,450**	**$309,250**			

Notes:

1. General Notes. We do not offer direct or indirect financing to you for any items. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, your creditworthiness, and the policies of lending institutions.

   Any amounts paid to us are nonrefundable unless otherwise noted below. For any amounts paid to

third parties, the availability and conditions under which you may obtain refunds will depend on the terms offered by those third-party suppliers.

2. Initial Franchise Fee. As discussed in Item 5, the Initial Franchise Fee for your first Franchise Agreement is $50,000. The franchise fee must be paid when the Franchise Agreement is signed.

3. Initial Software Licensing Fee. As discussed in Item 5, you must pay us our then-current Initial Software Licensing Fee, which is $750. You must pay us this fee any time between signing the Franchise Agreement and opening your Franchised Business.

4. Grand Opening Advertising. As discussed in Item 5, you must spend at least $15,000 during the period beginning thirty (30) days before and ending sixty (60) days following the Opening Date of your Clinic. We reserve the right to require you to pay to us the Grand Opening Fee, and if we exercise this right we will deposit the Grand Opening Fee with our designated supplier who will develop and conduct the Grand Opening Campaign. You may spend more than the Grand Opening Fee on the Grand Opening Campaign so long as you are in compliance with our standards and specifications.

5. Initial Marketing Spend. This estimate accounts for pre-opening advertising expenditures that do not relate to your Grand Opening, such as pay-per-click and search engine optimization advertising expenditures during the pre-opening period.

6. Lease, Utility and Security Deposit. The Clinics will generally be located in commercial office or commercial medical buildings. The prototypical Anderson Longevity Clinic® is approximately 1,500 to 2,500 square feet. The cost per square foot for leasing commercial space varies considerably depending upon the location and market conditions affecting commercial property. We estimate the cost of leasing commercial space per square foot to be about $35 annually (although this figure can vary significantly from market to market). The amounts in the chart reflect our estimate for your payment of lease, utility and security deposits for the Anderson Longevity Clinic®. You may also be required to pay prepaid rent and/or other amounts in connection with leasing space for the operation of the Anderson Longevity Clinic®. Landlords will vary in the amount they charge for a security deposit, which may range from nothing to as much as six months' rent. You should consult a real estate broker and/or other professional in your area to assess the typical leasing costs for your target market area.

7. Leasehold Improvements. You will need to construct or "build out" the premises at which you will operate the Franchised Business and manage the Anderson Longevity Clinic®. These improvements may include, for example, wiring, flooring, sheetrock, plumbing, paint, HVAC, lighting, and décor items, which must be constructed according to our specifications. These costs are likely to vary depending upon the size, location, configuration, installation costs, and overall condition of the premises, and may be much higher, if you already have or wish to establish the Anderson Longevity Clinic® in an area where special requirements of any kind (e.g., historical, architectural, or preservation requirements) will apply. A leasehold allowance covering a portion of the costs of constructing the leasehold improvements may be able to be obtained from the landlord. Any allowance will be negotiated between you and the landlord. We cannot estimate the amount, scope or type of allowance that may be available, if any, for a particular site or from any particular landlord. There are other variables regarding potential sites that are likely to be site-specific and may impact overall construction and/or operating costs, such as, for example, asbestos or other materials within walls of existing locations, special permitting rules and regulations, special HVAC requirements, state-specific requirements for health clinics, or site-specific design criteria. These situations are site-specific and we cannot estimate the costs; a franchisee should evaluate those potential costs for any specific site that might be considered.

8. Signage. Signage includes the exterior signs as well as interior signage package and branding

elements. However, the specific location where the Anderson Longevity Clinic® will be located may have different requirements and regulations dictating the size, layout and illumination of the exterior signage for the Anderson Longevity Clinic®. You will be required to abide by these regulations, and as a result may experience higher or lower costs for your exterior signage.

9. Furniture and Fixtures. The variation in the costs of furniture and fixtures is based on differences in size, configuration, and location of the site of your Anderson Longevity Clinic®. Typical furniture and fixtures include a reception desk, chairs, desks, tables, carts, shelving, cabinetry, pictures, plants, lamps, rugs, lobby and service furniture, and other trade dress that are not included as leasehold improvements.

10. Medical Equipment. You must purchase certain types of equipment for a Anderson Longevity Clinic® that will be necessary for the PC to offer the authorized and required services and products, such as a centrifuge, sharps disposal service and containers, medication storage refrigerator, and medical tables, and other medical and non-medical equipment. The overall cost of the equipment will vary based upon the size of the Anderson Longevity Clinic® and the number of patient rooms you will have available.

11. Initial Inventory. You are required to purchase an opening inventory of products and supplies from approved suppliers for the Anderson Longevity Clinic®. These items include: nutritional supplements, medications, needles, syringes, lab testing supplies, bandages, dressings, gloves, blood pressure cuffs, marketing brochures, business cards, and other medical and non-medical supplies.

12. Office Equipment, Computers and Supplies. You are required to purchase certain computer hardware and software to operate your computer system, which currently include Microsoft Office, Acuity Scheduling, Practice Fusion EMR subscription, Authorize.net point of sale (POS) system, Unbounce landing page subscription, Mailchimp subscription, Constant Contact, CallRail, Google Adwords subscription, and computer desktop. These software requirements may change in our discretion from time to time. You must also purchase certain front-office equipment, back-office equipment and supplies for the Franchised Business.

13. Business Licenses and Permits. You must obtain any necessary licenses and permits to run the Anderson Longevity Clinic®, and there may be expenses related to your compliance with these licensing and permitting requirements.

14. Professional Fees. You must employ an attorney in the state in which the Anderson Longevity Clinic® will be located who has experience in health law in that state. You must also employ a certified public accountant. You may also choose to engage other consultants as needed.

15. Insurance. The above chart estimates a deposit for three months' insurance premium for general liability insurance, cyber security insurance, automobile insurance, workers' compensation insurance, umbrella insurance, medical professional liability insurance, and property insurance, as further described in Item 11. Your costs will vary depending on your market, the amount of coverage you select, your insurance carrier, and other factors. Workers' compensation insurance must be based on your anticipated payroll.

16. Travel and Living Expenses During Training. As described in Item 11, we provide initial training for you or your Operating Principal and your Clinic Manager and clinical training for two of the Affiliated Practitioners, for a total of four trainees. You will need to arrange for transportation, lodging and food for the attendees during training. The cost will depend on the distance you must travel and the type of accommodations you choose.

17. Additional Funds – 3 Months. You will need additional funds to support on-going expenses, such as facility occupancy, payroll and utilities, insurance, licenses, inventory, security, repairs and

maintenance, and miscellaneous expenses. The estimate includes payroll costs, but does not include a salary or draw for you, your Operating Principal, Clinic Manager or the Affiliated Practitioners. The estimate also includes pre-opening expenses such as organization expenses and other service-related expenses. The estimate does not include Royalty or Brand Marketing Fee payments to us. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be 3 months. Also, your level of patient engagement will impact your cash flow and the amount of working capital and additional funds that you may need during this start-up phase.

Your credit history could impact the amount (and cost) of funds needed during the start-up phase. If you have no credit history or weak credit history suppliers may give you less favorable lending and payment terms, which might increase the amount of funds you will need during this period. You will need to have staff on-hand before opening to prepare the Anderson Longevity Clinic® for opening, for training, orientation, and related purposes.

You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. Extensive start-up costs may be involved, depending upon your circumstances.

18. Total. In preparing the figures in this Item 7, we relied on the experience of two existing Anderson Longevity Clinics® that are owned and operated by our affiliate, Anderson Winter Park and Anderson Indianapolis.

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B. AREA DEVELOPMENT PROGRAM

Type of Expenditure (See **Note 1**)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	**High**			
Development Fee (See **Note 2**)	$40,000	$80,000	Lump sum	Upon signing Area Development Addendum	Us
Costs and Expenses to Develop First Clinic (See **Note 3**)	$173,450	$309,250	Lump Sum	Before opening the Clinic	Us
Total Estimated Initial Investment	**$213,450**	**$389,250**			

1. General Notes. We do not offer direct or indirect financing to you for any items. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, your creditworthiness, and the policies of lending institutions.

   Any amounts paid to us are nonrefundable unless otherwise noted below. For any amounts paid to third parties, the availability and conditions under which you may obtain refunds will depend on the terms offered by those third-party suppliers.

2. Development Fee. You must pay us a Development Fee equal to $40,000 for each additional Clinic, after the first Clinic, that we grant you the right to open. The Development Fee is payable immediately upon signing the Area Development Addendum. You will not be required to pay any additional Initial Franchise Fee for those additional Clinics open and operated under the Area Development Addendum. The low estimate assumes a Development Fee for 1 additional Clinic (2 total), and the high estimate assumes a Development Fee for 2 additional Clinics (3 total).

3. Costs and Expenses to Open First Clinic. This estimate shows the estimated initial investment for the development of the first Clinic, including the Initial Franchise Fee for the first Clinic, which is not part of the Development Fee. This estimate does not include the costs to develop the additional Clinics. See Table 7(A) for more information.

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ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the mandatory and suggested specifications, standards, operating procedures and rules as we may periodically prescribe in the Operations Manual or otherwise in writing (the "**Brand Standards**"). We may periodically modify the Brand Standards, and you must implement any changes in Brand Standards within the time period we request, whether they involve refurbishing, remodeling, or upgrading the Anderson Longevity Clinic®, changes in the Operating Assets, or modifications of any other aspect of the Franchised Business. "**Operating Assets**" include the fixtures, furniture, equipment (including medical and diagnostic equipment, care and waiting room furniture, fixtures and equipment, Computer System, electronic medical records system, or other technology systems), furnishings, and signs to be used in the Franchised Business and at the Clinic. At all times during the term of the Franchise Agreement, you must:

- maintain the condition and appearance of the Clinic, its Operating Assets, and the Franchised Location in accordance with Brand Standards and consistent with the image of a Clinic as an efficiently operated business offering high quality professional services and products, observing high standards of patient service and care, and providing efficient, courteous service;
- repaint, repair, and refurbish the Clinic and Franchised Location at intervals we prescribe, which will not be more than once every three years;
- repair or replace damaged, worn out or obsolete Operating Assets;
- place or display at the Franchised Location only those signs, photographs, artwork, logos, and display any advertising materials that we approve;
- manage the PC so that it uses the equipment that we require to be used at all Anderson Longevity Clinics® and offers only those services and products that we require to be offered at all Anderson Longevity Clinics® or for which we have given our written approval;
- maintain all supplies, equipment and materials, which we prescribe or are required by the PC, in quantities sufficient to meet reasonably anticipated customer demand (however, requirements relating to equipment and products to be used in connection with medical services provided to Patients by the PC will be subject to the PC's approval);
- not deviate from the Brand Standards, unless you have received our prior written consent; and
- stop selling and offering for sale any services or products that we have later disapproved.

Notwithstanding the foregoing, we acknowledge and agree that the selection and use of any equipment and products used in connection with medical services provided by the PC to its patients will be subject to the PC's approval based on the professional opinion of the PC's Affiliated Practitioners.

Designated or Approved Products, Suppliers

We have the right to designate certain products as mandatory or optional and designate certain suppliers from whom you may purchase products. We reserve the right to approve specifications or suppliers of the products that meet our reasonable standards and requirements. You agree to purchase only such products meeting those specifications and only from suppliers we have approved.

Currently we restrict the sources of the following goods and services to certain approved and required suppliers:

- Pharmaceutical products
- Laboratory and diagnostic testing
- Back-office software and reporting
- Practice management software
- Office suite software
- Patient messaging software
- Patient scheduling software
- E-mail marketing software and services
- Landing page subscription services
- Online advertising and search engine optimization services

From time to time, we may add to or modify approved or required vendors, including modifying or adding to the categories of goods and services that must be purchased from approved or required vendors, and you must promptly comply with any changes.

We may concentrate purchases with one or more designated supplier in an attempt to obtain lower prices or advantageous advertising, support, or services. Approval of a supplier may be conditioned on any requirements we determine in our sole discretion, including but not limited to, product quality, prices, consistency, reliability, financial capability, labor relations, patient relations, 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. We reserve the right to revoke our approval from any supplier at any time, and you will have to immediately cease ordering from that supplier.

All products you make available to patients at the Franchised Location, and all equipment, fixtures, furniture, exterior and interior signs and decorations, uniforms, forms, cleaning and sanitation materials, and other supplies and materials used in the operation of the Franchised Business and the Clinic, must be approved and conform to the specifications and quality standards established by us.

At the time the Franchised Business and Clinic open, you will stock the initial inventory of supplies, equipment and materials prescribed by us and/or required by the PC. Thereafter, you will stock and maintain all types of supplies, equipment and materials which we prescribe or that are required by the PC, in quantities sufficient to meet reasonably anticipated patient demand. Additionally, requirements relating to equipment and products to be used in connection with medical services provided to patient by the PC will be subject to the PC's approval.

If you wish to purchase, lease or use any products that we have not previously approved, or you wish to purchase or lease from a supplier we have not previously approved, you must submit a written request for approval or you must request the supplier to do so. You must pay our then-current New Product and Supplier Evaluation Fee for each product or supplier you request that we evaluate, plus the costs we incur in connection with testing, inspecting, and evaluating the proposed product or supplier. We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards in our sole discretion. Our product and supplier approval procedure does not obligate us to approve any particular product or supplier. We will notify you in writing within 30 days after you have requested our approval, and you have provided all information that we might request to evaluate a supplier, whether the proposed product or supplier is, in fact, approved or disapproved. We are not required to make available to you or to any supplier our criteria for product or supplier approval, but our criteria generally are product and service quality, cost, and market reputation, among other criteria we may consider. We are not obligated to approve any specific product or

supplier if we believe that approval of that product or supplier is not in the best interests of the System. We may revoke our prior approval of any product or supplier at any time by providing written notice to you, and after your receipt of written notice from us regarding our revocation you must stop using that product or stop purchasing from that supplier.

Required Purchases from Us or Our Affiliates

Our affiliate, ALC Physician Services, is an approved (but not required) supplier for Anderson Longevity Clinics®. We also intend to operate a marketing service provider through an affiliate, which will be a required service provider for all Anderson Longevity Clinics®. We reserve the right designate other marketing service providers in the future, whether or not affiliated with us. In addition, as part of the Proprietary Software Fee you will be required to use our proprietary prescription software.

Our affiliate, Ultimate Helix, is the sole required supplier of proprietary software and technology that is licensed to you for other maintenance and support services.

We do not yet, but we intend to, operate a vendor of back-office software and call center services, which we may require you to use. We or our affiliates may charge you for these services and earn a profit.

We reserve the right to offer additional products and services to franchisees in the future, and we may require you to purchase the products and services from us or our affiliates. Neither we nor any of our affiliates derived any revenue from selling products and services to Anderson Longevity Clinic® franchisees in the previous fiscal year, but we reserve the right to do so in the future.

Other than ALC Physician Services and Ultimate Helix, neither we nor our officers maintain an ownership interest in any approved or designated supplier.

Required Purchases or Leases as Percentage of Overall Purchases or Leases

We estimate that your required purchases from us, and other required purchase from which we will derive consideration, will represent approximately 10% of your total purchases in the establishment of the Anderson Longevity Clinic®, and approximately 23% of your total purchases in the continuing operation of the Anderson Longevity Clinic®.

Purchasing Cooperatives, Arrangements

We receive 25% of the first year net recurring revenue from each franchisee that ADP signs due to our referral. ADP gives our franchisees a 30% discount on standard RUN Powered by ADP payroll processing fees. This is a direct financial benefit that reduces ongoing overhead for franchisees.

Other than ADP, we do not have or participate in purchasing or distribution cooperatives or arrangements. We may establish additional strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Anderson Longevity Clinics® in our System. We reserve the right to limit the number of approved suppliers with whom you may order product, and to require you to use only approved or designated suppliers, including us our affiliates, for some or all products and services.

Supplier Rebates and Allowances

We have the right to collect and retain any and all allowances, rebates, credits, monies, payments, or benefits (collectively, "**Rebates**") offered by suppliers to us based upon your purchases of approved or designed products. We will have all of your right, title, and interest in and to any and all of these Rebates. We may collect and retain any or all of these Rebates without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). Currently, neither we nor our affiliates earned revenue from Rebates. We reserve the right to negotiate purchase arrangements, including price terms, with suppliers regarding various products. In doing so, we seek to promote the overall interests of our franchise system and our interests as the franchisor. Except as described in this Item 8, we do not provide any material

benefits to you (such as preferential renewal rights or granting additional franchises) based on your use of designated or approved suppliers.

As disclosed above, we receive 25% of the first-year net recurring revenue from each franchisee that ADP signs due to our referral. ADP gives our franchisees a 30% discount on standard RUN Powered by ADP payroll processing fees. This is a direct financial benefit that reduces ongoing overhead for franchisees.

Insurance

Under the Franchise Agreement, you must obtain and maintain in force, at your sole expense, the insurance coverages and policies that we prescribe. Currently, we require Anderson Longevity™ franchisees to carry the following insurance policies:

(a) business interruption insurance covering a minimum of 12 months of income, including coverage for our continuing fees, and with us named as a loss payee with respect to our continuing fees;

(b) commercial general liability insurance, which includes coverage (or separate policies) for products liability, bodily injury, and property damage with minimum limits of $500,000 per occurrence and $1,000,000 annual aggregate;

(c) cyber security insurance, with minimum coverage limits of $1,000,000 annual aggregate;

(d) workers' compensation insurance with minimum employers' liability limits of $1,000,000 each accident, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Clinic's Franchised Location is located;

(e) umbrella liability insurance with minimum limits of $1,000,000 per occurrence and annual aggregate;

(f) medical professional liability insurance with minimum limits of $500,000 per occurrence and $1,000,000 annual aggregate;

(g) property insurance provides coverage for direct physical loss or damage to real and personal property for all risk perils, including the perils of flood and earthquake, with minimum limits of $200,000; and

(h) any insurance required by the terms of your lease, by applicable state and local laws and rules, or that we may require in the future.

In addition, you must arrange for the PC to obtain and maintain professional liability coverage with limits of at least $1,000,000 for each incident and three million dollars $3,000,000 annually for itself and naming you and us as an additional insured.

We may periodically modify or increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. The insurance policies must provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. You must routinely furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and payment of premiums, including but not limited to, completed policy endorsements. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may obtain comparable insurance for you and the Franchised Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a 10% administrative fee for our time incurred in obtaining the insurance.

ITEM 9. *[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*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.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	§ 2.1	8 and 11
b. Pre-opening purchases/leases	§§ 2.2, 2.3, 2.4 and 2.5	5, 7, 8, and 11
c. Site development and other pre-opening requirements	§§ 2	8 and 11
d. Initial and ongoing training	§§ 4	11
e. Opening	§ 2.5	11
f. Fees	§§ 3, 9.3, 12.2, and 13.2	5 and 6
g. Compliance with standards and policies/Operating Manuals	§§ 1.4, 1.5, 4.1, 4.2, 4.3, 4.4 and 8	8, and 11
h. Trademarks and proprietary information	§§ 5 and 6	13 and 14
i. Restrictions on products/ services offered	§ 8	8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	§ 1.1, 1.3, and 1.4	12
l. Ongoing product/service purchases	§§ 2.3, 2.4, 8.3 and 8.4	8
m. Maintenance, appearance and remodeling requirements	§§ 8.1, 12.2, and 13.2	8
n. Insurance	§ 8.6	7 and 8
o. Advertising	§ 9	6 and 11
p. Indemnification	§§ 5.5 and 16.3	6

Obligation	Section in Franchise Agreement	Disclosure Document Item
q. Owner's participation/ management/staffing	§§ 1.2 and 8.5	15
r. Records/reports	§§ 3.2 and 10	11
s. Inspection/audits	§ 11	6 and 11
t. Transfer	§ 12	17
u. Renewal	§ 13	17
v. Post-termination obligations	§ 15	17
w. Non-competition covenants	§§ 7 and 15.4	17
x. Dispute resolution	§ 18	17
y. Other (taxes/permits)	§§ 3.10 and 17	7

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ITEM 10. FINANCING

Neither we nor any affiliate or agent of ours offers direct or indirect financing, or guarantees any of your notes, leases or obligations.

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ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

Pursuant to the Franchise Agreement, we will provide certain assistance and services to you. Before you open your Franchised Business and begin managing the Anderson Longevity Clinic®, we will:

- Upon your written request, we will provide you or your architect with a hard copy of general or prototypical plans for a Clinic. While we will provide written specifications regarding necessary equipment, signage, fixtures, opening inventory and supplies, we do not currently provide these items to franchisees, and we will not deliver or install these items. We may designate required suppliers for these items. (Franchise Agreement, Section 2.1.2)
- Review the location you propose for the Franchised Location and, if the site meets our requirements, we will approve the site. Once we have approved your Franchised Location, we will designate the boundaries of your Territory. (Franchise Agreement, Section 2.1)
- Provide you mandatory and/or suggested specifications and layouts for your Franchised Location, which may include color schemes, specific furniture and medical equipment, as well as a planogram for a typical Anderson Longevity Clinic® layout, and we may provide guidance to assist you in working with designated contractors and suppliers to complete the development and build out of the Anderson Longevity Clinic®. (Franchise Agreement, Section 2.2)
- We will provide training for you or your Operating Principal, your Clinic Manager, and up to two Affiliated Practitioners. You are responsible for hiring and training your employees. (Franchise Agreement, Sections 4.1.1 and 4.1.2)
- Send one of our representatives to the Franchised Business for up to three days to assist with the opening and initial operations of the Anderson Longevity Clinic®, at our expense. (Franchise Agreement, Section 2.5.3)
- During the term of your Franchise Agreement, loan you or give you electronic access to one copy of our Operations Manual. (Franchise Agreement, Section 4.4)
- We, through our designated suppliers, will develop and conduct your Grand Opening Campaign. (Franchise Agreement, Section 2.5.1)

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business and Clinic.

Continuing Obligations

- We will advise you regarding the Franchised Business's operation based on your reports to us and/or our direct or indirect observations, and we will provide guidance to you concerning: (a) standards, specifications, and operating procedures and methods regarding the operations of the Franchised Business; (b) advertising and marketing materials and programs; (c) suggested employee training and recruiting programs; and (d) administrative, bookkeeping, and accounting procedures. (Franchise Agreement, Section 4.3.2)
- We will provide guidance in our Operations Manual, in bulletins or other written materials and/or by electronic media. (Franchise Agreement, Section 4.3.3)
- We will administer the Brand Marketing Fund as stated in the Franchise Agreement and as described below in this Item 11. (Franchise Agreement, Section 9)

- We may set policies, guidelines, and programs which may require you sell products and services at the prices and discounts we establish, subject to applicable law. If we are not permitted to set minimum and/or maximum pricing under applicable law, you will use commercially reasonable efforts to follow our pricing guidelines, and we may request information from you to substantiate deviations from pricing guidelines due to market conditions. We will not set pricing for medication. (Franchise Agreement, Section 8.2)

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Franchised Business and Clinic.

In addition to the above continuing obligations, we may provide the following assistance and services:

- We may conduct, as we deem advisable, periodic inspections of the Franchised Business and Clinic. (Franchise Agreement, Section 11)
- We may choose to provide refresher or additional training programs, as we deem appropriate. You are responsible for hiring and training your employees. (Franchise Agreement, Section 4.2)
- If we deem advisable, we may send one or more representatives to the Franchised Location to provide you with guidance on the operations of the Franchised Business. (Franchise Agreement, Section 4.3.1)

Site Selection

If you do not have a location for the Anderson Longevity Clinic® that we have approved (the "**Franchised Location**") when you sign the Franchise Agreement, then after you sign the Franchise Agreement you will have 180 days to locate a site for the Anderson Longevity Clinic®, which must be located within a your territory, and submit to us all of the information we require to evaluate your proposed site. We may provide you with general site selection criteria to assist you in locating a prospective site for the Anderson Longevity Clinic®. Factors we consider include demographic and psychographic information (such as median income and consumer preferences), accessibility, traffic patterns, and access to parking. The Franchised Business and Clinic must be located at, and operated from, the same site. If you are unable to locate a site for your Franchised Business within 180 days after the Effective Date, we may (but are not obligated to) provide you with an extension of this timeframe up to 6 months, or we may terminate the Franchise Agreement.

You shall submit to us in the form we prescribe a description of the proposed site of the Franchised Location, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with such other information and materials as we may reasonably require. We will have 30 days after we receive this information and materials from you to approve or not approve, in our sole discretion, the proposed site as the Franchised Location for the Anderson Longevity Clinic®. No site may be used for the Franchised Location unless it is first approved in writing by us. Our approval of the Franchised Location only signifies that the location meets our then-current minimum criteria for an Anderson Longevity Clinic®, which currently requires that the Clinic be located in a retail office space with adequate parking within your territory. You will be solely responsible for site search, lease negotiation, finding and hiring a general contractor, procurement, signage, and all other facets of your building project.

If you are unable to locate an approved site for your Anderson Longevity Clinic® within 180 days after you execute the Franchise Agreement, or if you do not open the Franchised Business and Clinic within 9 months after you executed the Franchise Agreement, we may provide you with an extension, as described below, or we may terminate the Franchise Agreement.

You must execute a lease for the Franchised Location whose initial term and renewal options should

not exceed the Term of the Franchise Agreement, or a binding agreement to purchase the site. We reserve the right to review and approve the terms of the lease or purchase agreement for the Franchised Location, and we reserve the right to require that certain provisions be included in any lease for the Franchised Location. You shall provide us with a copy of the executed lease or purchase agreement. You must also execute a collateral assignment of lease, attached to the Franchise Agreement as Exhibit B.

You are required to open and commence operations of the Franchised Business and Clinic within 9 months of executing the Franchise Agreement (the "**Opening Date**"), and we estimate that to be the typical length of time between signing the franchise agreement and opening the Clinic. Factors which may affect this time period include your ability to locate a site, negotiate a lease, secure financing, obtain necessary permits and licenses, construct or build-out facilities, and obtain and install fixtures and equipment, and obtain supplies. While we may provide assistance with obtaining permits and licenses, in our discretion, it is your responsibility to comply with all applicable laws related to the buildout and construction of your Clinic.

If you cannot sign a lease within 180 days of executing the Franchise Agreement, or develop the Franchised Business at the Franchised Location and have the Clinic ready by the Opening Date, then you may request in writing that we approve an extension of up to 6 months within which you must open the Clinic. The extension will be limited to the period we permit (the "**Extended Opening Date**"). You will not receive more than 1 extension. If you fail to develop the Franchised Business and open the Clinic by the Opening Date, or (if applicable) the Extended Opening Date, we may terminate the Franchise Agreement.

We reserve the right to designate third parties to provide you with some of the site selection and site evaluation assistance described above and in the Franchise Agreement. We do not generally own and lease the premises to Anderson Longevity Clinic® franchisees.

If you purchase multiple Clinics under an Area Development Addendum, you must open your Clinics within the timeline described below:

Clinic Number	**Opening Deadline (Months following effective date of Area Development Addendum)**
1	9 months
2	20 months
3	30 months
4	40 months
5	50 months
6	60 months
Each additional Clinic after the 6th	10 additional months following the opening deadline for the previous Clinic

Training

Before your Franchised Business opens, you, your Clinic manager, or your Operating Principal (a total of two trainees), must attend and successfully complete, to our satisfaction, our training program (the "**Initial Training Program**"). You may not send any additional personnel to the Initial Training Program without our prior approval. Among the current criteria for satisfactory completion of the Initial Training Program are attendance at all training classes, passing all interim and final tests and exams, and demonstrating a capability and willingness to comply with Brand Standards. If you or your Operating Principal, or your Clinic Manager, fail to fully attend and complete the Initial Training Program, fail to pass any of the exams at required as part of the Initial Training Program, then you, your Operating Principal, or Clinic Manager may repeat the courses, or if it is the Clinic Manager, you may replace the person in that role to retake the course. If we determine that you, your Operating Principal, or Clinic Manager cannot complete Initial Training Program to our satisfaction, we may terminate the Franchise Agreement.

During the term of the Franchise Agreement, including during the Initial Training Program, you will have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees, even though we may offer suggestions, advice, guidelines, or programs. All personnel decisions will be made by you, without any influence or advice from us. As discussed in Item 7 above, you will pay for all travel and living expenses which you incur and for your employees' wages and workers' compensation insurance during training.

We recommend the PC's medical staff be trained and certified in hormone replacement, facial aesthetics, injury care, and nutritional supplementation by the institutions or organizations we identify in the Operations Manual. It is your and the PC's full responsibility to ensure that the individuals performing any medical services are properly trained and have all required licenses and certifications.

Prior to the opening of the Franchised Business, we will, at no cost to you, send at least one of our representatives to the Franchised Business for a period of up to 3 days to assist with opening and initial operations of the Franchised Business ("**On-Site Training**"). If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you agree to pay our then-current per diem fee and out-of-pocket expenses, which are currently $750 per day plus our costs. We reserve the right to reduce the duration of our representative's visit or to not provide opening assistance for your second or subsequent Franchised Business.

If, at any time during the term of the Franchise Agreement, we learn or determine that a person is regarded as no longer complying with our standards and procedures, then we may require that person satisfactorily complete training or a re-training program. We reserve the right to assess a fee for re-training. In addition, all management personnel and other personnel working at the Franchised Business must satisfactorily complete all state and local government required training and must meet all required licensing and certification requirements.

The following chart outlines our initial training program:

Initial Training Program:

Subject	Hours of Classroom Training*	Hours of on the Job Training	Location**
Introduction, History and Mission of Anderson Longevity Clinic®	2	0	Jacksonville, FL or your Clinic
Roles and Responsibilities; Use of Manual	1	0	Jacksonville, FL or your Clinic
Pre-Opening Procedures and Grand Opening	2	0	Jacksonville, FL or your Clinic
Human Resources Best Practices	1	0	Jacksonville, FL or your Clinic
Patient Service Procedures	4	7	Jacksonville, FL or your Clinic
EMR Software, Prescription Software	4	0	Jacksonville, FL or your Clinic
Incoming Calls, Appointments	2	1	Jacksonville, FL or your Clinic
Franchise Reporting	2	1	Jacksonville, FL or your Clinic
Sales	5	4	Jacksonville, FL or your Clinic
Patient Treatment Procedures	5	6	Jacksonville, FL or your Clinic
Marketing	2	1	Jacksonville, FL or your Clinic
TOTALS	**30**	**20**	

Notes:

*We may adjust the training times based on the participant's knowledge as determined by testing. This is the initial training.

**We intend to conduct training at our offices and/or at Schools that we designate as training facilities, which may include franchisees' Schools. We may also conduct portions of training at other facilities we determine appropriate. We will determine the location for each training session on a variety of factors, including proximity to you.

Our Initial Training Program is conducted under the supervision and direction of our founder, Dr. Brian D. Anderson. Dr. Brian D. Anderson, a visionary leader in longevity medicine, founded the pioneering Anderson Longevity Clinic® in 2013. As the architect of our Initial Training Program, Dr. Anderson brings a wealth of experience from his roles at prestigious institutions like Massachusetts General Hospital and his tenure as an Emergency Resident Physician at Kent Hospital. Dr. Anderson's expertise spans emergency medicine, anti-aging treatments, and facial aesthetics, underpinned by his Doctorate in Osteopathic Medicine from the Philadelphia College of Osteopathic Medicine. His leadership and pioneering methods have positioned the Anderson Longevity Clinic® at the forefront of advanced healthcare, offering solutions that transcend traditional medical boundaries.

Gina Kretsch will also oversee our Initial Training Program. Gina Kretsch serves as the Director of Operations at the company owned affiliates and Director of Franchise Support. Since 2020, she has overseen the clinic's training programs and provided comprehensive office support for all of the clinic's locations. With a background in healthcare and emergency management, Gina has been instrumental in developing and implementing crucial protocols and operational procedures. Her expertise in program development and standardizing operations has significantly enhanced the clinic's efficiency. Gina's leadership extends to all affiliated Anderson Longevity Clinic® locations, where she continues to drive operational excellence and support franchise growth.

You must complete the Initial Training Program in the course of at least 90 days. Currently, the

Initial Training Program is offered in Jacksonville, Florida, or any other location that we specify, and we currently offer training programs at least three times a year.

Instructional materials, including components of the Operations Manual, will be provided to you and used as necessary as you proceed through the training programs. The training materials are subject to change without notice to reflect updates in the materials, methods and Operations Manual, as well changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. Our training personnel may utilize other employees to assist them with all aspects of training.

Advertising and Marketing

We may, from time to time, develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Anderson Longevity Clinic® Franchised Businesses operating under the System. You must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including but not limited to the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us will be final and binding upon you.

We may, from time to time, incorporate into the System programs, products or services, which we either develop or otherwise obtain rights to that are offered and sold under names, trademarks and/or service marks other than the Marks and which your Franchised Business, along with other Franchised Businesses, will be required to offer and sell. This activity, referred to as "co-branding", may involve changes to the Marks and may require you to make modifications to your Franchised Location and the furniture, fixtures, equipment, signs and trade dress of your Franchised Business or Anderson Longevity Clinic®. If you receive written notice that we are instituting a co-branding program, you agree promptly to implement that program at your Franchised Business and Anderson Longevity Clinic® at the earliest commercially reasonable time and to execute any and all instruments required to do so. All copyrights in and to marketing and promotional materials you develop (or that are developed for you) will become our sole property.

The Brand Marketing Fund

You must pay to us the Brand Marketing Fee, as described in Item 6, and we will deposit the Brand Marketing Fee in the Brand Marketing Fund. Generally, all franchisees will contribute to the Brand Marketing Fund at the same rate, but we reserve the right to modify the rate for particular franchisees in our discretion. We or our designee will maintain and administer the Brand Marketing Fund as follows:

1. The Brand Marketing Fund, all contributions thereto and any earnings from the Brand Marketing Fund shall be used exclusively (except as otherwise provided below), in our sole discretion, to meet any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities, which we believe will enhance the image of the System, including but not limited to the costs of preparing and/or conducting: media advertising campaigns; social media campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; brand research and development; developing and hosting marketing, brand development and enhancement, and customer engagement seminars for Anderson Longevity Clinic® businesses; purchasing promotional items; developing new or modified trade dress and marks; point-of-purchase (POP) materials; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising

programs; market research and customer satisfaction surveys; developing and implementing customer membership, loyalty and gift card programs; customer retention programs; Patient satisfaction programs, compliance assessment programs, or other programs to determine your compliance with the Brand Standards; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more Websites devoted to the System, the Proprietary Marks and/or the Anderson Longevity Clinic® brand; and providing promotional and other marketing materials and services to the Clinics operated under the System. The Brand Marketing Fund may also be used to provide rebates or reimbursements to Anderson Longevity Clinic® businesses for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we shall have the right to determine will promote general public awareness and favorable support for the System. We may develop advertising materials and programs in-house, or we may engage a third-party advertising agency.

2. We will account for the Brand Marketing Fund separately from our other funds and monies and not use the Brand Marketing Fund for any of our general operating expenses. However, we may use the Brand Marketing Fund to pay administrative costs of the Brand Marketing Fund, including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Brand Marketing Fund, and we may use the Brand Marketing Fund to pay the reasonable salaries and benefits of personnel (including our personnel) who manage and administer the Brand Marketing Fund. We may use the Brand Marketing Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Marketing Fund business, meeting costs, overhead concerning Brand Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Marketing Fund and its programs. We may use money from the Brand Marketing Fund for collecting the Brand Marketing Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Brand Marketing Fee). If we use a portion of the Brand Marketing Fund toward the cost to develop and maintain one or more Websites (as defined in this Item 11 below), any of them may have a section relating to our franchise opportunity, and all advertising and promotional materials may reflect the availability of Anderson Longevity Clinic® businesses. Otherwise, we do not use Brand Marketing Fund monies for advertising that is principally a solicitation for the sale of franchises.

3. The Brand Marketing Fund will not be our asset. Although the Brand Marketing Fund is not a trust, we will hold all Brand Marketing Fund contributions for the benefit of the System, the Anderson Longevity Clinic® brand, and the contributors, and use contributions only for the purposes described in the Franchise Agreement. We do not owe any fiduciary obligation to you for administering the Brand Marketing Fund or any other reason. The Brand Marketing Fund may spend in any fiscal year more or less than the total Brand Marketing Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Marketing Fund contributions to pay costs before using the Brand Marketing Fund's other assets.

4. We may prepare an annual, unaudited statement of Brand Marketing Fund collections and expenses. If we do so, the statement is available for your review upon written request 120 days after our fiscal year end. We may, but are not required to, have the Brand Marketing

Fund audited annually, at the Brand Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Brand Marketing Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section.

5. Although we may use the Brand Marketing Fund, or portions of the monies in the Brand Marketing Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Franchised Businesses and Anderson Longevity Clinic® businesses, we cannot and do not represent or ensure that Brand Marketing Fund expenditures will be made in or affect any specific geographic area, or will be proportionate or equivalent to Brand Marketing Fund contributions by Franchised Businesses operating in that geographic area. We do not guarantee or assure that any Anderson Longevity Clinic® Franchised Business will benefit directly or in proportion to its Brand Marketing Fund contribution from the brand enhancement activities of the Brand Marketing Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

6. We have the right to use collection agents and institute legal proceedings to collect Brand Marketing Fund contributions at the Brand Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Brand Marketing Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Marketing Fund.

7. Although the Brand Marketing Fund is intended to be perpetual, we may terminate the Brand Marketing Fund at any time. The Brand Marketing Fund will not be terminated until all monies in the Brand Marketing Fund have been spent. If we terminate the Brand Marketing Fund, we have the right to reinstate it at any time and you must again contribute to the Brand Marketing Fund. Any reinstated Brand Marketing Fund will be maintained as described herein.

Our current policy is that the Clinics owned and operated by us or our affiliates will not contribute to the Brand Marketing Fund on the same basis as is required of our franchisees.

We did not establish or maintain a Brand Marketing Fund in 2025, and therefore, we did not collect or spend any Brand Marketing Fees.

Local Advertising and Marketing

Beginning the date you open the Franchised Business, you must spend on approved local advertising the greater of: (i) 4% of Gross Revenues or (ii) $4,000 per month (the "**Local Marketing Fee**"). If you open the Franchised Business in the middle of a calendar quarter, you will spend the pro-rated amount measured from the date you opened the Franchised Business until the end of the applicable calendar quarter.

We may instead require you to pay all or part of the Local Marketing Fee to our designated vendor. A Local Marketing Fee will be due for each Clinic you operate. The Local Marketing Fee is used to provide or procure local marketing services and associated overhead operating costs and expenses we incur. We may use your Local Marketing Fee for local marketing both within and outside of your Exclusive Territory, but your Local Marketing Fee payments will only be used for marketing for your Clinic at this time.

If we assign our right to provide local marketing and collect any portion of the Local Marketing Fee to any third party ("**LM Vendor**"), subject to applicable laws concerning the protection of patient and Clinic records and the medical professional–patient relationship, we will have independent access to the LM Vendor's records to audit your use of the Marks and any other purpose. There are no contractual

limitations on our right to access this information. We reserve the right to designate or change LM Vendors; bring such services in-house; suspend (and then reinstate) or terminate (and then reinstate) the local marketing program at any time and implement an alternative marketing program or make any other changes we deem appropriate after giving you at least 60 days' written notice.

Any local marketing is subject to our policies. For grand opening advertising, local marketing, or any additional advertising that you place, we must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 15 days to review it and provide comments (if any). The proposed advertising materials are approved if we do not deliver the written notice to you of our approval or disapproval within that time. In our sole discretion, we may revoke our approval of any advertising materials at any time.

We may require you to pay to us the Local Marketing Fee in the same manner as the Brand Marketing Fee, or as we otherwise specify in writing. If we require you to pay to us the Local Marketing Fee, we will deposit the Local Marketing Fee into the Brand Marketing Fund to be spent on local marketing and promotional activities in, around, near or attempting to target your Territory, including marketing and promotional activities on the Internet. If we do not require you to pay us the Local Marketing Fee, then within 30 days of our request, you must provide us with proof of your local marketing expenditures, and you must deposit with us the difference between what you did spend and the minimum required amount to be deposited in the Brand Marketing Fund.

You must not advertise or use our Marks in any fashion on the internet, world wide web, or via other means of advertising, without our express written consent. (Franchise Agreement, Section 9.3.2).

Grand Opening Campaign

As discussed in Items 5 and 7, in addition to (and not in place of) the Brand Marketing Fees and the Local Marketing Fee, you must spend, at minimum, $15,000 (the "**Grand Opening Fee**") to market and promote the opening of your Clinic (the "**Grand Opening Campaign**"). We reserve the right to require you to pay to us the Grand Opening Fee, and if we exercise this right we will deposit the Grand Opening Fee with our designated supplier who will develop and conduct the Grand Opening Campaign. You may spend more than the Grand Opening Fee on the Grand Opening Campaign so long as you are in compliance with our standards and specifications. You must pay the Grand Opening Fee during the period beginning thirty (30) days before and ending sixty (60) days following the Opening Date of your Clinic. (Franchise Agreement, Section 2.5)

Website

We alone may establish, maintain, modify or discontinue all Internet, World Wide Web and electronic commerce activities pertaining to the System. We have established one or more Websites, and we may design and provide for the benefit of the Anderson Longevity Clinic® with a "click through" subpage at our Website for the promotion of the Anderson Longevity Clinic®. The term "**Website**" includes, without limitation, pages or other communications that can be accessed through the Internet, World Wide Web, landing pages, social media and networking sites (such as Facebook, X, LinkedIn, YouTube, Instagram, Yelp, Google Business, virtual worlds, file, audio and video-sharing sites, or any other social media and/or networking site we designate), blogs, vlogs, and other applications.

If we establish one or more Websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of the Anderson Longevity Clinic®, we may require you to provide us or our designated vendor with updated copies, photographs and news stories about your Franchised Business and the Anderson Longevity Clinic® in accordance with our standards and specifications as set forth in the Operations Manual or otherwise. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage, and to require

you to use designated or approved suppliers for the establishment, use, maintenance, and/or updating such "click through" subpage.

You are not permitted to promote the Anderson Longevity Clinic® in any manner on any Websites without our prior written consent, as that promotion is advertising and trademark use that is subject to our review and approval. However, we may require you to establish and maintain social media pages or profiles, which may include, without limitation, Facebook, X, LinkedIn, YouTube, Pinterest, Instagram, Yelp, Google Business, or any other social media and/or networking site we designate. You must comply with our Brand Standards regarding the establishment, use, appearance, maintenance, and updating of social media pages and profiles. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material, which appears on any Website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

Cooperative

We may, in our discretion, create a local or regional marketing cooperative ("**Cooperative**") in any area, or we may approve the creation of such a Cooperative, and establish the rules and regulations for each Cooperative. Immediately upon our request, you must become a member of the Cooperative for the area in which some or all of your Territory is located. A Franchised Clinic will not be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions to it in an amount as agreed upon by the Cooperative members or as we may prescribe. You must contribute such amounts at the times and in the manner as determined by majority vote of the Cooperative members. Any funds contributed to a Cooperative will be credited against your local marketing obligation; provided, however, that if your contributions to a Cooperative are less than your Local Marketing Fee, you must still spend the difference locally. The following provisions apply to each Cooperative (if and when organized):

- Cooperatives will be established, organized, and governed in the form and manner that we have approved in advance. Unless we specify otherwise, the activities carried on by each Cooperative will be decided by a majority vote of its members. Any Anderson Longevity Clinic® that we or our affiliates manage or operate in the region or area in which a Cooperative has been established will have the same voting rights as those Anderson Longevity Clinics® owned by franchisees. Each Anderson Longevity Clinic® shall be entitled to cast one vote.
- Cooperatives will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized promotional materials for use by the members in local advertising and promotion.
- Cooperatives may not use marketing, promotional plans, or materials without our prior written approval, as described below.
- Cooperatives may require the members to periodically contribute to it in such amounts as it determines. Those Anderson Longevity Clinics® owned and operated by us or our affiliates that are members of the Cooperative shall contribute to the Cooperative in the same amount as other members.
- You must submit your required contribution to the Cooperative at the same time as payments are required for the Royalty and the Brand Marketing Fees, together with the statements and reports that may be required by us or by the Cooperative, with our written approval. If requested by us in writing, you must submit your payments and reports for the Cooperative directly to us and we will distribute the money and reports to the Cooperative.

- Although, if established, a Cooperative is intended to be of perpetual duration, we maintain the right to terminate any Cooperative. A Cooperative will not be terminated, however, until all monies in that Cooperative have been expended for marketing or promotional purposes. (Franchise Agreement, Section 9.4)

  There are no Cooperatives currently in existence.

  Franchisee Advisory Council

We may, in our discretion, form a franchisee advisory council to work with us to improve the System, the products and services offered by Clinics, advertising conducted by the Brand Marketing Fund, and any other matters that we deem appropriate. If one is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council. We may develop by-laws and other operational documents for any advisory council. If formed, an advisory council may be comprised of our representatives and franchisee representatives and all franchisees are required to participate in council-related activities and meetings. If you participate on an advisory council, you will pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings. No franchisee advisory councils currently exist. (Franchise Agreement, Section 4.5).

Convention

If we decide, in our discretion, to hold a convention or designate a third-party sponsored event as the convention, we may require you to attend the convention and to pay our then-current Convention Registration Fee, which is currently $600 per attendee. We will not hold or designate a third-party sponsored event as the convention more than once per calendar year. The Convention may be at a time, date, and location to be selected by us and may provide (a) additional training, (b) introduce new products or services, (c) provide changes to the System, (d) recognize and award top-performing franchisees, (e) share visions of Brand and System, (f) share national or state campaign efforts, or (g) be held for any other reason we determine. We reserve the right to charge you a fee to cover the convention expenses in the event you choose not to attend. In any event the annual meeting will not exceed 5 days each year. You will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages. (Franchise Agreement, Section 4.6)

Computer Systems

We have the right to specify or require that certain brands, types, makes, and/or models of electronic medical records software, communications capabilities, computer hardware and software (including cloud-based software systems) to be used by, between, or among Franchised Businesses, and between and among your Franchised Business and us, our designee and/or you, including but not limited to: (a) electronic medical records system; (b) computer hardware and software, (c) cloud-based software systems, applications, and programs; (d) email systems; (e) back office systems; (f) point-of-sale (or POS) systems; (g) membership programs; (h) gift cards and gift card programs; (i) physical, electronic, and other security systems; (j) printers and other peripheral devices; (k) archival back-up systems; and (l) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "**Computer System**").

You must purchase the computer hardware and software that we specify, and which may include the capability to communicate electronically with our computer system. We currently require that you purchase a subscription to the electronic medical records software, financial management software, accounting and bookkeeping software, and scheduling software that we have approved for use in your Franchised Business. We estimate the initial cost of hardware for your Computer System to be $3,000 and the initial cost of software for your Computer System to be $275 to $500. Additionally, we require that you purchase a subscription to the POS system, and we estimate this will be a lump sum payment of $600 to the POS vendor we designate. We estimate the total recurring cost of subscriptions for these software

services to be $750 per month (approximately $9,000 annually). These software requirements are subject to change, and if so, these costs may increase.

You are also required to pay us our Technology Fee, which is 0.5% of your Gross Revenues. The Technology Fee may be used for the franchise management system used in your Franchised Business and for developing, researching, maintaining, implementing, modifying, and/or upgrading technology used in connection with the Anderson Longevity Clinic® as we deem appropriate in our sole discretion. We also require that you pay a Proprietary Software Fee to us or our affiliate in the amount of $400 per month (which may be increased by up to 25% year-over-year, compounded annually, not more than one time per year). This fee is payable for access to and use of our proprietary software and technology that is licensed to you and for other maintenance and support services provided.

As described in Items 5, prior to opening your Franchised Business, you will pay us the Initial Software Licensing Fee associated with computer software that we may require for use in your Clinic and/or are developing, utilizing, or enhancing for use in the Clinic, as we deem necessary in our sole discretion. Currently, the Initial Software Licensing Fee is $750. The Initial Software Licensing Fee will pay for the initial costs for obtaining your licenses.

Except for the software you will receive in exchange for the Initial Software Licensing Fee and the Proprietary Software Fee, we have no obligation to assist you in obtaining any computer hardware, software or related services, and, unless we develop and provide the software ourselves, we have no obligation to provide ongoing maintenance, repairs, upgrades or updates. There are no contractual limits on the frequency or cost of your obligations to obtain these upgrades. We estimate that you will spend approximately $1,000 annually on maintenance and support contracts for your Computer System (in addition to the Proprietary Software Fee and the Technology Fee), which includes any upgrade.

Data

Subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), you must provide us with certain access to the Data. "**Data**" means the information and data, including but not limited to, access to your financial information and certain customer information, that you must collect, create, store, manage, and maintain through or on the Computer System. We specify the information that you must collect and maintain through the Computer System, and intervals you must collect the data, in the Operations Manual, or otherwise in writing. We reserve the right to have independent access to some or all of the information generated or stored in your Computer System. During any periods that we have independent access, we may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation, subject to your and our compliance with HIPAA or other applicable law relating to confidentiality of patient records. There are no contractual limitations on our right to access your Company System for information and data.

You will own, control, and be responsible for the collection, storage, management, maintenance, and, from time to time, the deletion or other disposal of the Data. We may have independent access to certain operational and financial information and data, and we may access that data to obtain the applicable revenue reports as described in the Operations Manuals. We reserve the right to require you to bring any computer hardware and software, or related peripheral equipment, communications systems, into conformity with our then-current Brand Standards for new Franchised Businesses or Clinics.

We have no contractual limits on our access to your data. However, client health-related issues may be protected by privacy laws such as HIPAA.

Gift Card Program

You must sell or honor gift cards and memberships only in accordance with our written standards.

Future gift card or membership programs may require that you purchase and install software, hardware and other items needed to sell and process gift cards or memberships, as we may specify in the Operations Manual or otherwise communicate to you in writing or through electronic or other formats. You may also be required to pay fees to a third-party vendor to administer the gift card or membership programs.

Operations Manual

The table of contents of the Operations Manual is attached to this disclosure document as Exhibit F. The total number of pages in the Operations Manual is approximately 288.

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ITEM 12. TERRITORY

As previously discussed in Items 1 and 11 above, you must open and operate the Franchised Business and manage the Anderson Longevity Clinic® at a single, agreed-upon location. You may not relocate your Franchised Location without our prior written consent. We will consider your request, and will likely consider factors similar to factors that we consider and evaluate when making decisions regarding a request for approval of a new Anderson Longevity Clinic® site. You may also be required to pay a relocation fee in connection with relocation the Franchised Location. You will not receive any right of first refusal, options, or similar rights to acquire additional franchises.

Single Clinic

During the term of the Franchise Agreement, and except as otherwise provided in that agreement, we will not establish nor grant anyone else the right to establish, another Anderson Longevity Clinic® at any location within the Territory that is designated in your Franchise Agreement. The Territory will be based on a particular area surrounding the Anderson Longevity Clinic®. The size of the Territory granted will vary from franchise to franchise, but, except in unusual circumstances, will be a geographic area with a population of approximately 500,000 people in total. We will use demographic mapping software to determine whether your Territory meets these criteria. Your Territory will remain the same during the term of the Franchise Agreement regardless of any shifts in its population. If you sell or transfer your Clinic with our permission, we reserve the right to alter the characteristics of the Territory to meet our then-current standards, and approval of such revised characteristics is a condition of our approval.

Your Territory may be any shape that meets the foregoing demographic criteria; factors that will determine the shape of your Territory, among others, will be topographical features such as rivers, lakes, mountains and other natural borders, and political and cultural boundaries such as city or county lines, ZIP Codes, major roadways.

You and we will agree upon the Territory prior to your signing the Franchise Agreement. The Franchised Location must be within the Territory.

Area Development Program

If you sign an Area Development Addendum and you and your affiliates are in full compliance with the Area Development Addendum and all other agreements between you (or any of your affiliates) and us, including, without limitation, any Franchise Agreement, then during the term of the Area Development Addendum only, we will not establish nor grant anyone else the right to establish, another Anderson Longevity Clinic® at any location within the development Area that is designated in your Area Development Addendum (the "**Development Area**"). We do not have a minimum territory that we grant. The size of the Development Area will depend on a number of factors, including: (1) population (including density and characteristics); (2) potential trade area population growth; (3) nature of the competition within the trade area; and (4) the number of Offices you agree to open, as well as other demographic factors. We will use demographic mapping software to determine whether your Development Area meets these criteria. We will approve future sites under the Area Development Addendum according to our then-current site criteria.

Continuation of your Development Area is not dependent upon achievement of a certain sales volume or market penetration. However, if you fail to fulfill your obligations to develop, open and continuously operate any Clinic when required by your development schedule, fail to obtain site approval by the date specified in your development schedule or have otherwise materially breached the Area Development

Addendum or any separate Franchise Agreement, we may reduce or modify the Development Area or terminate the Area Development Addendum and the Development Area. Your limited development protection will also terminate upon the expiration of the Area Development Addendum.

You may not establish a Clinic anywhere outside of the Development Area. Other than your development rights granted under the Area Development Addendum, you are not granted any options, rights of first refusal or similar rights to acquire additional development rights or franchises within contiguous territories. We and other franchisees may solicit orders and business from within your Development Area. You may not use alternative channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside the Development Area without our prior written approval.

Reserved Rights

We do not restrict you from accepting patients from outside your Territory, however, we have the right to approve all advertising and marketing media and materials you wish to use outside the Territory. No restrictions exist that prevent us or other franchisees from accepting Patients from inside your Territory in the same manner. The Territory specified in the Franchise Agreement is a protected territory, but that protection, or exclusivity, is limited. Specifically, we will have the right (among others), on any terms and conditions that we deem advisable, and without granting you any rights, to do any or all of the following:

- the right to operate, and to grant others the right to operate, Anderson Longevity Clinic® businesses and similar medical management businesses or similar clinics or medical centers under different names or marks located anywhere outside the Territory or the Development Area, as applicable;

- the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Clinics through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Territory or the Development Area, as applicable, under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions we deem appropriate;

- the right to sell goods we authorize under the Marks, to any person located inside or outside your Territory or the Development Area, as applicable, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites we have already established, websites we may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets;

- the right to acquire the assets or ownership interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with the Clinics and Anderson Longevity Clinic® businesses under any name or marks, and/or the right to be acquired by a competing medical business or medical management business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses (as defined below) in the Territory or the Development Area, as applicable, provided, however, that if we acquire, or are acquired by, such a competing business or chain, we will not establish or grant franchises or licenses to establish new or additional competing businesses under the Marks or the acquired chain's marks in your Territory, although we may rebrand such existing businesses in your Territory or the Development Area, as applicable, to use the Marks and the System, and it is expressly acknowledged by you and us that any such business

operations of the same or similar business that existed or operated at the time of such acquisition or transaction will not constitute a breach of the Franchise Agreement or Area Development Addendum;

- the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Anderson Longevity Clinic® businesses, the Franchised Business, and Clinics, and the services and products offered, and authorize others to do so, and those materials may appear in media, including but not limited to, the Internet or similar electronic media, or be received by prospective patients located anywhere, including within the Territory or the Development Area, as applicable; and

- the right to operate, and to grant others the right to operate, Anderson Longevity Clinic® businesses and similar medical management businesses or similar clinics or medical centers, in non-traditional locations, within or outside of the Territory or the Development Area, as applicable.

"Competitive Business" means any traditional or modern medical care center or clinic, or a business that offers or provides various products and services that provide state-of-the-art medical techniques with performance-based medicine that provides therapies and services similar to those offered at the Clinic, including low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments; products and services for a medical center, medical care practice management business, or any other product or service or management service that is similar to the services and products authorized to be offered, sold or provided under the Marks and the System, or any business granting franchises or licenses to others to operate the type of business specified in this Agreement

As discussed above, the territorial protection or exclusivity is limited. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may only offer and sell products and merchandise we previously authorize, only from the Franchised Location, only in accordance with the Franchise Agreement and Operations Manual, and only to retail customers at the Franchised Location for use at the Franchised Location or for personal use off-premises. Further, you agree you will not, without first obtaining our express prior written consent, deliver, ship, transport, or otherwise send any Anderson Longevity Clinic® products or merchandise to any person or business, regardless of the destination, unless the person is an active patient. You are prohibited from conducting, engaging in, subcontracting to third parties, utilizing on-line or Internet-based marketplaces or delivery companies or applications (such as Amazon, Facebook Marketplace, or other physical or electronic third-party marketplaces), or authorizing or permitting any person, entity, third party, or technology to engage in delivery operations at or from the Franchised Location unless you fully describe the proposed terms of the delivery operations or program and give our prior written consent, which may withhold in our sole discretion.

You must not offer or sell products or services authorized under the Franchise Agreement through any other means, including but not limited to, through delivery, satellite locations, temporary locations, via telephone, mail order, the Internet, or through any electronic media, without our prior written approval, and only according to our policies as they may be developed and/or modified periodically. You may not offer or sell any products or services from any location other than the Franchised Location for the Anderson Longevity Clinic®. Specifically, you may not offer or sell telemedicine services except in limited circumstances as approved in writing by us for the purpose of continuity of care.

We reserve the right to set policies and procedures regarding membership reciprocity and

reconciliation policies and procedures between your Franchised Business and other Anderson Longevity Clinic® businesses. As of the Issuances Date, we do not have a membership reciprocity policy.

Neither the Franchise Agreement nor the Area Development Addendum require that we pay any compensation for soliciting or accepting orders for products or services within a franchisee's Territory or Development Area, as applicable.

The continuation of your territorial protection during the term of the Franchise Agreement or Area Development Addendum does not depend on your achievement of particular sales volume, market penetration, or other contingencies.

If you default under the Franchise Agreement or Area Development Addendum, we reserve the right to undertake certain actions in lieu of termination of the Franchise Agreement, including modifying or eliminating the Territory or Development Area.

If you execute a successor Franchise Agreement (the "**Successor Franchise Agreement**") for an additional term, we reserve the right to re-evaluate your then-existing Territory according to certain demographics, including population. Since your Territory includes a certain minimum population, your Territory under the Successor Franchise Agreement may be modified to accommodate shifts and changes in population. Our intent is to make the target demographics of your successor Territory similar to the target demographics of then-current new franchises being granted. A re-evaluation of your Territory may result in your successor Territory being smaller or larger than your original Territory or with a different population amount. This is applicable only if your Territory includes a minimum population, as described above.

Neither we nor our affiliates currently operate or franchise, nor have any present plans to operate or franchise, a business under a different trademark that would sell goods or services similar to those Anderson Longevity Clinics® offer.

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ITEM 13. TRADEMARKS

We grant you the right to use certain Marks under the Franchise Agreement. Our affiliate, ALC IP Holdings LLC ("**ALC IP**"), owns and the following Marks, currently registered on the principal register with the U.S. Patent and Trademark Office (the "**USPTO**"):

Name or Mark	Registration Number	Registration Date
ANDERSON LONGEVITY CLINIC	6111586	July 28, 2020

ALC IP has filed all required affidavits.

Our right to use and license others to use the Marks is exercised under a trademark license agreement with ALC IP ("the **License Agreement**"). Under the License Agreement, we are granted the right to use and to permit others to use the Marks and will continue until the License Agreement is terminated. Anderson PA may terminate the License Agreement for our failure or refusal to perform any duty under the License Agreement, for the misuse of the Marks materially impairs the goodwill associated with the Marks, if we violate any provision under the License Agreement or we do not comply with our Anderson PA's instructions concerning the quality of the Marks. If we were ever to lose our right to the Marks, Anderson PA is required under the License Agreement to allow our franchisees to maintain their rights to use the Marks in accordance with their franchise agreements and the franchise agreements will be assigned to Anderson PA. Other than the License Agreement, there are no agreements in effect which significantly limit our rights to use or license the Marks in any state in a manner material to the Franchised Business.

We have the right to periodically change the Marks. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or substitutions respecting the Marks unless we direct so in writing. You may not use any Marks or portion of any Marks as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any other unauthorized manner.

We and/or our affiliates are the lawful, rightful and sole owner of the Internet domain name https://andersonlongevityclinic.com/ as well as any other Internet domain names registered by us, and you unconditionally disclaim any ownership interest in such domain names and any Internet domain names colorably similar thereto. No Internet domain names may be registered in any class or category that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic or visual variation of those words, or any other name that could be deemed confusingly similar.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks. Other than the License Agreement, there is no agreement in effect that significantly limits our rights to use or license the Marks in any state in a manner material to the franchise, and we know of no superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and

Trademark proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or U.S. Patent and Trademark or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement, provided you have notified us immediately upon your becoming aware of such infringement, you comply with our directions in responding to the proceeding, and you have used the Mark(s) in compliance with the Franchise Agreement, the Manual, and other directives from us. At our option, we may defend or control the defense of any proceeding arising from your use of any Mark under the Franchise Agreement.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue using any Mark or for you and the Anderson Longevity Clinic® to use one or more additional or substitute trade or service marks, you will have to immediately comply with our directions. Neither we nor our affiliates will have any obligation to reimburse you for any expenditure you make because of any discontinuance or modification.

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ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not own any patents, and none are pending, that are material to the operation of your Franchised Business or management of the Anderson Longevity Clinic®.

Copyrights

We claim copyright protection covering various materials used in our business and the development and operation of Franchised Businesses and management of Anderson Longevity Clinics®, including the Anderson Longevity Clinic® trade dress and custom interiors, the Operations Manual, advertising and promotional materials, and similar materials (discussed below). We have not registered these materials with the United States Registrar of Copyrights, but we are not required to do so. We may register one or more of these items or copyrightable materials in the future.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the 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. We have the right to control any litigation involving the copyrighted materials, but we are not obligated to, and we are not required to indemnify you for expenses or damages in a proceeding 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.

Confidential Information

Except for the purpose of operating the Franchised Business and managing the Anderson Longevity Clinic® under the Franchise Agreement, you must not (during Franchise Agreement's term or after the term of the Franchise Agreement has expired or is terminated) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know-how concerning the operation or management of the Franchised Business or Anderson Longevity Clinic® that may be communicated to you or that you may learn by virtue of your operation of the Franchised Business and management of the Anderson Longevity Clinic® or your operations under the Franchise Agreement. You may divulge confidential information only to those of your employees who must have access to it in order to operate the Franchised Business and manage the Anderson Longevity Clinic®. Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement, including any information gathered through the electronic medical records system, POS System and/or Computer System. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so. There may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Operations Manual.

In addition, we may require you, your Operating Principal, and any employee who may have access to any confidential information to sign non-disclosure and non-competition covenants. Every one of these covenants must provide that the person signing will maintain the confidentiality of information that they receive in their employment or affiliation with you, the Franchised Business, or the Anderson Longevity Clinic®. In order to protect the Anderson Longevity Clinic® Brand Standards and Confidential

Information, these agreements must be in a form that we find satisfactory and must include, among other things, specific identification of our company as a third party beneficiary with the independent right to enforce the covenants. Our current form for the Franchise Agreement is attached to the Franchise Agreement as Exhibit B.

Confidential Operations Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under our Marks, you must conduct your business according to the Operations Manual.

You must always treat in a confidential manner the Operations Manual, any other manuals we create (or that we approve) for use with the Franchised Business and the Anderson Longevity Clinic®, and the information contained in the Operations Manual. You may not save, copy, duplicate, record, or otherwise reproduce the Operations Manual and the related materials, or any portion of the Operations Manual (except for the parts of the Operations Manual that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Operations Manual will always be our sole property. If we provide you with a hard copy of the Operations Manual, you must always keep the Operations Manual in a secure place at the Franchised Location of your Clinic.

We will periodically revise the contents of the Operations Manual, and you must make corresponding revisions to your copy of the Operations Manual and comply with each new or changed standard immediately upon receipt of the revision. If there is ever a dispute as to the contents of the Operations Manual, our master copy of the Operations Manual as maintained at our home office will control.

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

You or your Operating Principal must manage and provide general oversight of the Franchised Business on a full-time basis. Your failure to have the Franchised Business managed on a full-time basis by you or your Operating Principal is a default for which we may terminate the Franchise Agreement if the default persists for 30 days after notice from us.

The "**Operating Principal**" means the person, shareholder, member, or partner that has at least a 25% ownership interest in you and that you designate to be responsible for overseeing and supervising the operation of the Franchised Business, and is the person with whom we will communicate on all major policy, financial, management and operation matters, and the only person from your entity that we will recognize as having authority to communicate for you. You may not change your Operating Principal without our prior written consent.

You agree to recruit and retain at least one person to serve as the Clinic Manager to successfully open and operate the Franchised Business. You or the Operating Principal may serve as the Clinic Manager for the Franchised Business during the first year the Franchised Business is open. The "**Clinic Manager**" means the person that you designate to be responsible for managing business development, office leadership, team relations, team meetings, sales, patient scheduling, office cleanliness, tracking business metrics, data entry, and other responsibilities as they arise from time to time. You or your Operating Principal may serve as either the Clinic Manager during the first year the Franchised Business is open.

You must keep us informed at all times of the identity of any supervisory employee(s), including your Operating Principal, your Clinic Manager and the Affiliated Practitioners. You must make sure that the Franchised Business is staffed with adequate non-medical personnel to meet the needs of the Clinic, and you must make sure that the Clinic is staffed with adequate medical personnel to efficiently and effectively meet patient needs.

If you own or control more than one Franchised Business, we reserve the right to require you to be a corporate entity (subject to the advice of your counsel regarding corporate practice of medicine laws), and each Franchised Business must be under the direct, on-premises supervision of one of your principals who is designated as your Operating Principal for that Franchised Business and who has completed our training program to our satisfaction.

All management personnel and any other personnel that we designate must meet minimum qualifications that we may specify and complete such training programs as we may require, before managing the Franchised Business or training other personnel. If we learn or determine that a person is regarded as no longer complying with our standards and procedures, then we may require that person to satisfactorily complete training or a re-training program. We reserve the right to charge for retraining personnel.

In addition, all management personnel and other personnel working at the Franchised Business or the Anderson Longevity Clinic® must satisfactorily complete all state and local government required training and must meet all mandatory licensing and certification requirements.

Your Operating Principal, Clinic Manager, and other personnel we designate must sign a confidentiality and non-competition agreement, in a form that is acceptable to us, which will contain covenants we require, to protect the legitimate business interest we have in protecting the Confidential Information. We will be a third party beneficiary to the confidentiality agreements with the independent right to enforce the agreement's terms. While we do not require your spouse to personally sign any of the agreement, you may not indirectly breach these covenants by, for example, owning a competing business

through your spouse.

You will have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, supervision, and discipline of employees, notwithstanding any suggestions, advice, guidelines, programs or training that we may offer. You must comply with all federal, state and local laws and regulations regarding employment-related matters. All personnel decisions must be made by you, and all decisions will be made without any influence or advice from us. All personnel decisions and actions will not be, nor be deemed to be, a decision or action of ours. You must take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that we may periodically establish in the Operations Manual.

You must sign and maintain, during the term of your Franchise Agreement, a Management Agreement with a PC (unless you and we sign a Waiver of Management Agreement). It is your full and sole responsibility to ensure that all medical personnel of the PC be duly licensed and board certified as required in their respective states and has the experience in the skills in which they need to perform the medical services. Attached to the Franchise Agreement as Exhibit I is our standard form of Management Agreement. It is your sole responsibility that the Management Agreement is consistent and in compliance with applicable federal and state laws, regulations, rules and ordinances. You may negotiate the monetary terms and, with our written consent, certain other terms of the relationship with the PC. You must obtain our written approval of the final Management Agreement prior to its execution, but our approval of the Management Agreement is not a representation or warranty respecting its compliance with any laws or regulations but is merely to ensure it comports with our Brand Standards. The PC will employ and control the physicians, medical providers, and other medical staff employed by the PC who will provide the actual medical services required to be delivered at and through the Anderson Longevity Clinic®. You must make sure that the PC offers all medical services in accordance with the Management Agreement and the System.

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ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide all management services to the Anderson Longevity Clinic® that we specify to support the PC's medical practice and its delivery of various products and services. You must ensure that the PC provides the services and products that we specify, including any membership program. You must offer and sell approved services and products only in the manner we have approved. You must not offer for sale or sell at or from the Franchised Business any services or products we have not approved, and you must make sure that the PC offers and sells only those services and products that we have approved, and that the PC discontinues selling and offering for sale any services or products that we disapprove. You will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing.

The Anderson Longevity Clinic® must offer only those products and services we approve, including memberships. We may change the terms, conditions, products, services, and other items included in the memberships from time to time in the Operations Manual, and you must promptly comply with all new or changed items. At no time, however, will the memberships attempt to or actually control, manage or otherwise dictate any medical services to be performed by any medical personnel to any Patients or otherwise attempt to control the doctor-patient relationship.

The PC for the Anderson Longevity Clinic® will employ and control the physicians and other medical staff who will provide the actual medical services. You may not provide any actual medical services, nor will you supervise, direct, control or suggest to the PC or its licensed medical professionals or medical personnel supervised by its licensed medical professionals the manner in which the PC provides or may provide medical services to the Patients. You must ensure that the PC offers all medical services in accordance with the Management Agreement and the System and does not offer any services or products that we have not authorized to be provided in connection with Anderson Longevity Clinic®.

There are no limitations on the people you may serve at your Anderson Longevity Clinic®.

As noted above in Item 12, you may not offer or sell products or services authorized under the Franchise Agreement through any other means, including but not limited to, through satellite locations, temporary locations, mail order, telephone, the Internet, or through any electronic media.

If you determine that it is permissible (or not prohibited) in your state, you and we may enter into a Waiver of Management Agreement. Under the Waiver of Management Agreement, you will both operate the Anderson Longevity Clinic® (including performing all responsibilities and obligations of the "PC"), and manage the Anderson Longevity Clinic® as otherwise required by the Franchise Agreement and the Management Agreement. Any waiver, or any modification of our standards, would be subject to compliance with all applicable laws and regulations.

During the term of the Franchise Agreement:

1. The Franchised Business must provide all of the management services to the Anderson Longevity Clinic® that we specify;
2. The Anderson Longevity Clinic®, through the PC, must provide patients with approved therapies, and services, including injury treatments, hormone treatments, sexual health therapies, and anti-aging therapies, and other treatments, products, and services;
3. The Franchised Business and Anderson Longevity Clinic® must offer and sell approved services and products, as permitted in accordance with state and federal health laws and regulations, only in the manner we have prescribed, and you will ensure that the PC operating the Anderson Longevity Clinic® offers and sells only those services and products that we have approved and in compliance with the Management Agreement;

4. The Franchised Business and Anderson Longevity Clinic® must offer or and sell only those products and merchandise we previously authorize, only from the Franchised Location, only in accordance with the requirements of the Franchise Agreement and the procedures set forth in the Operations Manual, and only to retail customers at the Franchised Location for use at the Franchised Location or for personal use off-premises; and

5. The Franchised Business and Anderson Longevity Clinic® must discontinue selling and offering for sale any services or products that we at any time decide to disapprove in writing.

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ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

References to sections in the Franchise Agreement are designated with "FA"; references to section in the Area Development Addendum are designated with "ADA."

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise Term	FA: Definitions, Section 13.1 ADA: Section 2	Ten years. Dependent upon development schedule.
b. Renewal or extension of the Term	FA: Section 13.2 ADA: Section 6	Up to three consecutive renewal terms of five years each. No renewal rights.
c. Requirements for you to renew or extend	Section 13.2 ADA: N/A	Prior notice; substantial compliance with your Franchise Agreement; current in all payments; sign our then-current form of the Franchise Agreement; sign general release; comply with training requirement; pay a successor fee; maintain occupancy; remodel in compliance with then-current Brand Standards; maintain the Management Agreement. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract. Subject to state law.
d. Termination by you	Not applicable	Franchisee may terminate the franchise agreement under any grounds permitted by law.
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	FA: Section 14 ADA: Section 4	We may terminate the franchise agreement if you are in default as outlined and/or referenced in detail in this document and the Franchise Agreement. We may terminate the ADA if you fail to develop in accordance with the development schedule or if you breach any other agreement between you and us. In that instance, the terms of the Franchise Agreements, without regard for this Addendum will control. Subject to state law.
g. "Cause" defined – curable defaults	FA: Sections 14.2 and 14.3 ADA: N/A	1 day cure period: misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated with the Marks. 5 day cure period: fail to pay us any amounts due upon receipt of notice of required payment from us; fail to maintain licenses, permits, or certifications; failure to comply with any federal, state or local law or regulation; or operate the Franchised Business in an unsafe manner.

Provision	Section in Franchise Agreement	Summary
		10 day cure period: you or any of your employees fail to meet the state and local certifications or other requirements; or PC fails to meet state and local certifications for the operation or employment of physicians and other medical professionals. 30 day cure period: fail to pay us any amounts due (unless we provide you notice of required payment); unauthorized use of the proprietary software; failure to operate the Franchised Business at times we require; fail to operate the Franchised Business from the Franchised Location; failure to pay any taxes; fail to promptly pay your suppliers, including any of our affiliates; fail to manage the Franchised Business full time; fail to comply with any other provision of the Franchise Agreement, Operations Manual, or Brand Standard; fail to maintain the insurance we require; fail to repay us for the insurance that we have paid on your behalf; you or any of your Owners fail to comply with the in-term covenants; or you fail to obtain execution of the covenants and related agreements.
h. "Cause" defined - non-curable defaults	Sections 14.1 and 14.2 ADA: Section 4	Includes: insolvency; assignment for the benefit of creditors; bankruptcy is filed and not opposed within 30 days; adjudicated bankrupt or insolvent; receiver is appointed; creditors proceeding commences; unsatisfied judgment; dissolved; execution levied against the Franchised Business; foreclosure; personal property sold by levy; material misrepresentation or omission in your application; transfer in violated of Section 12 of the Franchise Agreement; felony; dishonest or unethical conduct that adversely affects the Franchised Business's reputation or the goodwill associated with the Marks; unauthorized disclosure of the Operations Manual or Confidential Information; interference with our relationships with third parties; 3 defaults in the same 12 month period; assets are blocked for terrorist activities; in default under another agreement with us; abandon; failure to complete required training; threat to the public safety; license or permit is revoked; fail to enter into replacement management agreement pursuant to Section 1.2 of the Franchise Agreement. You fail to develop in accordance with the development schedule or you breach any other agreement between you and us.
i. Your obligations on termination/ nonrenewal	FA: Article 15 ADA: N/A	Stop using Marks; pay amounts due; cancel fictitious or assumed names; stop operating the Franchised Business; comply with covenants not to compete; return materials containing Marks, Operations Manual, and other Confidential Information; provide evidence of compliance with your obligations; and pay damages (if applicable)

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by us	FA: Section 12.1 ADA: N/A	We have the right to transfer or assign the Franchise Agreement to any person or entity without prior notice to you and without restriction.
k. "Transfer" by you – defined	FA: Section 12.2, 12.3 ADA: N/A	Controlling Interest Transfer: Includes any sale, assignment, disposal, obligation, or other encumbrance in one or more transaction, of any interest in the Franchise Agreement, the Franchised Business or a controlling interests (50% or more) in you (if you are not a natural person). Non-Controlling Interest Transfer: Includes any sale, assignment, disposal, obligation, or other encumbrance in one or more transaction, of any interest in the Franchise Agreement, the Franchised Business or a non-controlling interests (less than 50%) in you (if you are not a natural person). To wholly owned corporation: if you are an individual, you can transfer to a wholly-owned entity.
l. Our approval of transfer by you	FA: Sections 12.2 and 12.3 ADA: N/A	You may not transfer the Franchise Agreement without our prior written consent, which we will not unreasonably withhold.
m. Conditions for our approval of transfer	FA: Sections 12.2 and 12.3 ADA: N/A	Controlling Interest Transfer: our approval of transferee; you are current in fees owed to us and third party vendors; you correct any deficiencies in the business; transferee agrees to upgrade and refurbish the Franchised Location; transferee doesn't compete with us; transferee completes required training; transfer lease; you remain liable for obligations incurred prior to transfer; transferee signs then-current franchise agreement; transferee signs new management agreement or waiver of management agreement; pay transfer fee; release signed; personal guaranty signed; and you comply with non-competition covenants. Non-Controlling Interest Transfer: you provide us with 30 days' notice, pay a reduced fee, all new owners sign a guaranty, and you provide us with such other information relating to the transfer as we request. To wholly owned corporation: ownership is the same proportions prior to transfer; you provide us with appropriate formation documentation; and execute documents we require.
n. Our right of first refusal to acquire your business	FA: Section 12.5 ADA: N/A	We have the right of first refusal if you determine to sell or transfer your interest in the franchisee, the Franchise Agreement or all or substantially all of the assets.
o. Our right to purchase your business	FA: Section 15.5 ADA: N/A	Upon termination or expiration of the Franchise Agreement, we have the right to purchase all or a portion of the assets of your Franchised Business at their fair market value.

Provision	Section in Franchise Agreement	Summary
p. Your death or disability	FA: Section 12.4 ADA: N/A	Your estate must transfer your interest in the Franchised Business to a third party we approve within 12 months after death or disability. Your estate must appoint a manager within 30 days of death or disability and an Operating Principal within 90 days after death or disability
q. Non-competition covenants during the term of the franchise	FA: Section 7 ADA: N/A	Prohibits engaging in Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 15.4 ADA: N/A	Two year prohibition on engaging in a Competitive Business at the Franchised Location, within the Territory, within 15 miles of the border of the Territory, or within the Territory of another Anderson Longevity Clinic®.
s. Modification of the agreement	FA: Section 18.11 ADA: N/A	Modified only by written agreement signed by both parties. You must comply with the Manual Brand Standards as amended.
t. Integration/merger clause	FA: Section 18.14 ADA: N/A	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable federal and/or state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing im the agreement or in any related agreements is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: Section 18.5, 18.6 and 18.7 ADA: N/A	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation, then binding arbitration, in Jacksonville, FL, except that either party can go to court to seek injunctive relief for certain matters). (subject to applicable federal and/or state law)
v. Choice of forum	FA: Section 18.6 ADA: N/A	Any action must be in the state and judicial district in which we have our principal place of business, which is currently Florida (subject to applicable federal and/or state law).
w. Choice of law	FA: Section 18.7 ADA: N/A	Florida, without regard to its conflict of laws or rules (except to the extent federal law applies). Subject to applicable state law.

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ITEM 18. PUBLIC FIGURES

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

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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.

Presented below are Gross Revenue data for 2023, 2024 and 2025 for Clinics that are owned and operated by our affiliates (the "**Affiliate Clinics**"). As of December 31, 2025, we had no franchised Clinics. We excluded three open and operating Clinics from this Item 19, which have not been open and operating for at least 24 months from January 1, 2025 through December 31, 2025. All other open and operating Clinics are included in this Item 19. Additional information is included in the notes below the tables. Please carefully read all of the information in this Item 19, and all of the notes following the tables, in conjunction with your review of the historical data.

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TABLE A: Monthly and Annual Gross Revenue of the Affiliate Clinics for Fiscal Year 2025

2025 Sutton Park Location	Gross Revenue of Affiliate Clinic
JAN	353,428
FEB	323,295
MAR	348,200
APR	374,128
MAY	355,934
JUN	288,788
JUL	311,606
AUG	306,385
SEP	293,317
OCT	312,764
NOV	264,579
DEC	332,278
Total Annual Gross Revenue:	3,864,702

2025 Rhode Island Location	Gross Revenue of Affiliate Clinic
JAN	314,996
FEB	229,351
MAR	306,610
APR	293,678
MAY	319,159
JUN	269,393
JUL	333,402
AUG	272,944
SEP	342,336
OCT	284,743
NOV	313,182
DEC	292,551
Total Annual Gross Revenue:	3,572,344

2025 Bartram Park Location	Gross Revenue of Affiliate Clinic
JAN	53,281
FEB	63,712
MAR	73,853
APR	64,564
MAY	75,277
JUN	68,770
JUL	70,906
AUG	83,620
SEP	73,656
OCT	78,950
NOV	80,782
DEC	62,386
Total Annual Gross Revenue:	849,757

TABLE B: Monthly and Annual Gross Revenue of the Affiliate Clinics for Fiscal Year 2024

2024 Sutton Park Location	Gross Revenue of Affiliate Clinic
JAN	328,298
FEB	334,927
MAR	324,936
APR	326,015
MAY	315,250
JUN	306,817
JUL	303,508
AUG	309,514
SEP	285,774
OCT	331,211
NOV	280,497
DEC	300,219
Total Annual Gross Revenue:	**3,728,966**

2024 Rhode Island Location	Gross Revenue of Affiliate Clinic
JAN	228,153
FEB	214,436
MAR	257,928
APR	216,218
MAY	280,145
JUN	228,778
JUL	272,014
AUG	227,584
SEP	263,502
OCT	266,218
NOV	255,510
DEC	238,678
Total Annual Gross Revenue:	**2,949,164**

2024 Bartram Park Location	Gross Revenue of Affiliate Clinic
JAN	50,971
FEB	37,024
MAR	39,854
APR	53,781
MAY	48,693
JUN	59,737
JUL	45,018
AUG	61,832
SEP	45,024
OCT	57,869
NOV	52,037
DEC	60,275
Total Annual Gross Revenue:	**612,115**

TABLE C: Monthly and Annual Gross Revenue of the Affiliate Clinics for Fiscal Year 2023

2023 Sutton Park Location	Gross Revenue of Affiliate Clinic
JAN	242,413
FEB	210,593
MAR	228,935
APR	241,307
MAY	247,368
JUN	288,282
JUL	267,861
AUG	298,649
SEP	264,517
OCT	310,931
NOV	294,362
DEC	304,043
Total Annual Gross Revenue:	**3,199,261**

2023 Rhode Island Location	Gross Revenue of Affiliate Clinic
JAN	114,752
FEB	102,580
MAR	176,944
APR	134,190
MAY	178,802
JUN	176,001
JUL	164,662
AUG	206,273
SEP	201,049
OCT	202,509
NOV	206,273
DEC	189,325
Total Annual Gross Revenue:	**2,053,360**

2023 Bartram Park Location	Gross Revenue of Affiliate Clinic
JAN	33,939
FEB	33,110
MAR	41,271
APR	37,356
MAY	47,635
JUN	40,615
JUL	51,591
AUG	40,050
SEP	40,110
OCT	41,911
NOV	42,907
DEC	41,753
Total Annual Gross Revenue:	**492,248**

Notes:

(1) The tables reflect the monthly and annual Gross Revenue from 2025, 2024, and 2023 for the Affiliate Clinics. The Affiliate Clinics have each operated for the full twelve months for each of the years of 2025, 2024 and 2023.

(2) The oldest Affiliate Clinics has been open since July 2013; the newest Affiliate Clinic (that is included in this Item 19) has been open since January 2022 The Affiliate Clinics are each considered standard clinics and utilize the Anderson Longevity Clinic® System to operate their businesses. The Affiliate Clinics offers most of the same, or essentially the same, products and services as the Anderson Longevity Clinics® as described in this Disclosure Document, but the actual mix of products and services will vary due to the patient demand, historical experience, and other factors. The products and services include hormone replacement therapies, sexual health treatments, injury injection treatments, weight loss treatments, lab testing, and facial cosmetic treatments. The Affiliate Clinics offer some services that franchisee may not perform, including some specific sexual health treatments. The Affiliate Clinics range in size from 1,100 to 2,280 square feet and are located in commercial leased space. The Affiliate Clinics each service a geographic area with approximate populations of 500,000 people in total, and approximately 30% of the households earn a gross annual income of $75,000 or more. The Affiliate Clinics operate approximately 51 weeks a year for 5 days a week, and the average hours of operation are approximately 45 hours per week, except for the Bartram Park location, which generally operates on a part-time basis (25 hours per week).

(3) Gross Revenue means all income or revenue of the Affiliate Clinics, including the revenue generated from the sale of all treatments, products, and services offered at or from the Affiliate Clinics, and all other income or revenue of every kind and nature related to, derived from, or originating from the Affiliate Clinic, whether at retail or wholesale, including off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. "Gross Revenue" does not mean any tips received by any staff

or personnel who provide the actual medical services, refunds, discounts from coupon sales, sales taxes, and/or other taxes collected from patients by you and actually transmitted to the appropriate taxing authorities.

(4) Two Affiliate Clinics, Sutton Park and Bartram Park, are operated by Dr. Anderson, and there is no management agreement. The other Affiliate Clinics, Anderson Rhode Island and Anderson Indianapolis, do not have a management agreement. Applicable law may require you to enter into a management agreement with the PC.

(5) We are not aware of any material differences, except as described above, between the Affiliate Clinics and the franchises being offered in this disclosure document.

(6) The information in the tables above reflect historical data for the Gross Revenue of affiliate-owned Anderson Longevity Clinics® and is not a forecast of future financial performance or projection.

(7) **Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

(8) The operating data in the tables were prepared from internal operating records provided to us by our affiliates. We did not verify that the records were prepared in accordance with generally accepted accounting principles. The information presented in this Item 19 has not been audited.

(9) Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

* * *

Other than the preceding financial performance representation, we do not make any financial performance representations. We do not authorize our employees or representatives to make any 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 Dr. Brian D. Anderson, 13500 Sutton Park Dr. S STE 504 Jacksonville, Florida 32224, (904) 874-5775, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company- Owned[(1)]	2023	**3**	**3**	**0**
	2024	**3**	**5**	**+2**
	2025	**5**	**6**	**+1**
Total Outlets	**2023**	**3**	**3**	**0**
	2024	**3**	**5**	**+2**
	2025	**5**	**6**	**+1**

Notes:

1. "Company-Owned" outlets include any Anderson Longevity Clinic® owned by the franchisor entity, its affiliates, and Anderson Longevity executives or employees listed in Item 2.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
Total	**2023**	**0**
	2024	**0**
	2025	**0**

Table 3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table 4
Status of Company-Owned[1] Outlets
For years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2023	2	0	0	0	0	2
	2024	2	1	0	0	0	3
	2025	3	1	0	0	0	4
Indiana	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Rhode Island	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	**2023**	**3**	**0**	**0**	**0**	**0**	**3**
	2024	**3**	**2**	**0**	**0**	**0**	**5**
	2025	**5**	**1**	**0**	**0**	**0**	**6**

Table 5
Projected Openings as of December 31, 2026

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year (2026)	Projected New Company-Owned Outlet In The Next Year (2026)
Florida	4	7	0
South Carolina	1	1	0
New Jersey	1	2	0
Arizona	1	1	0
Total	**7**	**11**	**0**

States not listed above in the Tables did not have operations or other activity.

A list of the names of all franchisees the addresses and telephone numbers of the franchises will be provided in Exhibit D to this disclosure document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit D to this disclosure document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions

that would restrict their ability to speak openly about their experience with the Anderson Longevity Clinic® System.

There are no trademark-specific franchisee organizations associated with the Anderson Longevity Clinic® System that have either been created, sponsored or endorsed by us, or that have been incorporated or otherwise organized under state law, and none have requested that we include such an organization in this Disclosure Document within the 60-day period following the close of our fiscal year.

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ITEM 21. FINANCIAL STATEMENTS

We have not been in business for three years or more. Attached as Exhibit A is our audited fiscal year-end financial statements for 2025. Our fiscal year end is December 31.

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ITEM 22. CONTRACTS

The following contracts are attached to this disclosure document:

- Franchise Agreement (Exhibit B)
- Area Development Addendum (Exhibit C)
- State-Specific FDD, Franchise Agreement Addenda & Riders (Exhibit G)
- Franchisee Compliance Certificate (Exhibit H)
- Release Agreement (Exhibit I)

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ITEM 23. RECEIPTS

The last two pages of this disclosure document (Exhibit J) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this disclosure document.

EXHIBIT A
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

ALC FRANCHISE, LLC

FINANCIAL STATEMENTS

PERIOD FROM JANUARY 8, 2025 (INCEPTION) TO DECEMBER 31, 2025



CPAs | CONSULTANTS | WEALTH ADVISORS

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ALC FRANCHISE, LLC
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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Member
ALC Franchise, LLC
Jacksonville, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of ALC Franchise, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations, member's deficit, and cash flows for the period from January 8, 2025 (Inception) to December 31, 2025, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of ALC Franchise, LLC as of December 31, 2025, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Member
ALC Franchise, LLC

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Milwaukee, Wisconsin
March 10, 2026

ALC FRANCHISE, LLC
BALANCE SHEET
DECEMBER 31, 2025

ASSETS	
Cash	$ 121,085
Total Assets	$ 121,085
LIABILITIES AND MEMBER'S DEFICIT	
CURRENT LIABILITIES	
Accounts Payable	$ 4,854
LONG-TERM LIABILITIES	
Deferred Revenue	487,500
Total Liabilities	492,354
MEMBER'S DEFICIT	(371,269)
Total Liabilities and Member's Deficit	$ 121,085

See accompanying Notes to Financial Statements.

ALC FRANCHISE, LLC
STATEMENT OF OPERATIONS
PERIOD FROM JANUARY 8, 2025 (INCEPTION) TO DECEMBER 31, 2025

OPERATING EXPENSES	
Payroll Expense	$ 370,019
Professional Services	219,830
Contract Labor	11,528
Selling expenses	43,360
Administrative expenses	101,258
Total Operating Expenses	745,995
NET LOSS	$ (745,995)

See accompanying Notes to Financial Statements.

ALC FRANCHISE, LLC
STATEMENT OF MEMBER'S DEFICIT
PERIOD FROM JANUARY 8, 2025 (INCEPTION) TO DECEMBER 31, 2025

MEMBER'S DEFICIT - JANUARY 8, 2025 (INCEPTION)	$ -
Net Loss	(745,995)
Owner Investments	375,000
Owner Draws	(274)
MEMBER'S DEFICIT - DECEMBER 31, 2025	$ (371,269)

See accompanying Notes to Financial Statements.

ALC FRANCHISE, LLC
STATEMENT OF CASH FLOWS
PERIOD FROM JANUARY 8, 2025 (INCEPTION) TO DECEMBER 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	$ (745,995)
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities:	
Change in Assets and Liabilities:	
Accounts Payable	4,854
Deferred Revenue	487,500
Net Cash Used by Operating Activities	(253,641)
CASH FLOWS FROM FINANCING ACTIVITIES	
Owner Investments	375,000
Owner Draws	(274)
Net Cash Provided by Financing Activities	374,726
NET CHANGE IN CASH	121,085
Cash - Beginning of Period	-
CASH - END OF PERIOD	$ 121,085

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

ALC Franchise, LLC (the Company) was established in the state of Florida as a limited liability company on January 8, 2025, for the purpose of offering franchise opportunities to entrepreneurs who want to develop and operate a franchising business under the concept name Anderson Longevity Clinic®.

Basis of Accounting

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP).

Accounting Estimates

Management uses estimates and assumptions in preparing the financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Deferred Revenue

Deferred revenue represents franchise fees received that have not been fully earned and will be recognized in future periods.

Income Taxes

The Company elected under the Internal Revenue Code and comparable state laws to become a limited liability company. Accordingly, income is not taxable at the Company level but passes through to the member. Consequently, the Company may declare distributions periodically to the member to enable them to pay income tax liabilities. Primarily due to the limited liability company tax status, the Company does not have any significant tax uncertainties that would require recognition or disclosure. As the Company was incorporated in 2025, all income tax returns are open for examinations upon filing.

Advertising and Marketing

Advertising and marketing costs are charged to operations in the year incurred. Advertising costs for the period ended December 31, 2025 were $43,360.

NOTE 2 FRANCHISE SALES AND AGREEMENTS

At December 31, 2025, there were seven franchise agreements and an additional four development agreements signed. No locations were open as of year end.

NOTE 3 MEMBER'S EQUITY

The Member contributed $375,000 to the Company in exchange for the issuance of 100% of the Company's membership interest. The membership interest in the Company owned by the member is the only class of membership interest issued and outstanding as of December 31, 2025

NOTE 4 SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 10, 2026, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.



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EXHIBIT B
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT



ANDERSON

LONGEVITY CLINIC®

ALC FRANCHISE, LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE OF AGREEMENT

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A	FRANCHISED LOCATION AND TERRITORY
B	COLLATERAL ASSIGNMENT OF LEASE
C	LISTING OF OWNERSHIP INTERESTS
D	ELECTRONIC FUNDS TRANSFER AUTHORIZATION
E	GUARANTY AND ASSUMPTION OF OBLIGATIONS
F	CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
G	TRANSFER TO A CORPORATION OR LIMITED LIABILITY COMPANY
H	TELEPHONE LISTING, INTERNET WEBSITES, AND OTHER LISTINGS AGREEMENT
I	MANAGEMENT AGREEMENT ADDENDUM
J	MANAGEMENT AGREEMENT WAIVER

ANDERSON LONGEVITY® CLINIC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of _____ (the "**Effective Date**") (regardless of the dates of the parties' signatures) by and between ALC Franchise, LLC, a Florida limited liability company located at 13500 Sutton Park Dr S STE 504, Jacksonville, FL 32224 ("**we**," "**us**," or "**our**") and _____, a _____ located at _____ _____ ("**you**" or "**your**").

BACKGROUND

A. We and our affiliate, as a result of the expenditure of time, skill, and effort, have developed (and continue to develop and modify) a clinic management system ("**System**") relating to the management of clinics that combine state-of-the-art medical techniques with longevity-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products and services, all of which are provided by a licensed medical professional or medical personnel supervised by a licensed medical professional.

B. The clinic management businesses using the System (each, a "**Clinic**") operate under the Anderson Longevity® Clinic name and Marks and will be managed according to the System. The business that will manage a Clinic under the System is referred to in this Agreement as the "**Franchised Business**." The System has characteristics and standards that currently include site selection assistance, construction design, preferred vendor relationships for medical equipment, testing, and supplies, preferred (or, subject to applicable law, required) pharmacy vendor relationships, procedures for monitoring operations and quality of services offered, procedures for management, training and assistance, advertising and promotional programs, business formats, methods, procedures, standards, and specifications, all of which we may change, improve, and further develop.

C. We use, promote, and license certain Marks in operating and managing Clinics, which have gained and will continue to gain public acceptance and goodwill, and we may create, use, and license other trademarks, service marks, and commercial symbols for Clinics.

D. We grant to those individuals who meet our qualifications, and are willing to undertake the investment and effort, a license to own and operate a Franchised Business using our System and Marks that will manage a Clinic. The individuals who are granted a license must form an entity and operate the Franchised Business as an entity.

E. You have applied to us for the right to use the System. Your application has been approved by us in reliance upon all of the representations made in your application. You acknowledge that you have read this Agreement and the accompanying Franchise Disclosure Document ("**FDD**"), and you have been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain the System's high standards of quality and service, that the consistency of those standards at all Clinics is necessary to protect and preserve the goodwill of the Marks, and that you must comply with this Agreement and all Brand Standards (as defined below) in order to maintain the high and consistent quality that is critical for the Clinics.

DEFINITIONS

"**Brand Standards**" – the mandatory and suggested specifications, standards, operating procedures and rules that we prescribe for the management and operation of the Franchised Business and Clinic.

"**Claims**" – all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party incurs in defending itself, including reasonable accountants', attorneys', and expert witness' fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, whether or not it has commenced.

"**Clinic(s)**" – Anderson Longevity® Clinic medical clinics that provide patients with various products and services that provide state-of-the-art medical techniques with longevity-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products and services, all of which are provided by a licensed medical professional or medical personnel supervised by a licensed medical professional.

"**Clinic Manager**" – the person that you designate to be responsible for managing business development, office leadership, team relations, team meetings, sales, patient scheduling, office cleanliness, tracking business metrics, data entry, and other responsibilities as they arise from time to time.

"**Competitive Business**" – any traditional or modern medical care center or clinic, or a business that offers or provides various products and services that provide state-of-the-art medical techniques with longevity-based medicine to provide patients with approved therapies, and services similar to those offered at an Anderson Longevity® Clinic, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products and services for a medical center, medical care practice management business, or any other product or service or management service that is similar to the services and products authorized to be offered, sold or provided under the Marks and the System, or any business granting franchises or licenses to others to operate the type of business specified in this Agreement.

"**Computer System**" – the computer hardware, operating software, point-of-sale and reporting systems, electronic medical records software, and communications capabilities we specify.

"**Disability**" – a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Operating Principal from supervising the Franchised Business's management and operations.

"**EFT**" – electronic funds transfer, which is the manner in which you will remit all payments due to us during the term of this Agreement.

"**Entity**" – a corporation, limited liability company, general or limited partnership or legally recognized form of organized business structure.

"**Franchised Business**" – the business that will manage the Clinic, which includes all of the assets of the Franchised Business you operate under this Agreement, including its revenue and any lease for the Franchised Location.

"**Franchised Location**" – the location that we approve for the Clinic.

"**Gross Revenue**"– means all revenue derived from operating your Franchised Business, which includes all the revenues received from marketing and selling products and services sold or provided by your Franchised Business that we develop or approve from time to time, and all the revenues received from selling any other products or services sold through your Franchised Business or sold through or using the System, whether or not such products or services bear the Marks or were developed by us, and in any case whether in the form of cash, credit or otherwise and whether or not payment is received at the time of sale or any amounts prove uncollectible. Gross Revenues does not include any sales tax or other taxes collected by the Franchised Business and paid to the appropriate taxing authority.

"**Immediate Family Members**" – includes spouses, domestic partners, children aged 18 years or older, and such other persons as we specify.

"**Indemnified Parties**" – us, our affiliates, and our and their respective members, shareholders, directors, officers, employees, agents, successors, and assignees or designees.

"**Initial Term**" – ten (10) years from the Effective Date of this Agreement.

"**Management Agreement**" – the agreement that you enter into with a PC prior to opening the Franchised Business whereby you agree to manage the Clinic on the PC's behalf.

"**Marks**" – the "Anderson Longevity Clinic" word mark and logo, and any other trademarks, service marks, and commercial symbols we or our affiliates may create and/or use, and/or that we license to the Clinics.

"**Minimum Gross Revenue Requirement**" – the following minimum Gross Revenues for each Operations Year:

Operations Year	Minimum Gross Revenue
Year 1	$125,000
Year 2	$250,000
Year 3 and onward	$400,000

"**Operating Assets**" – the fixtures, furniture, equipment (including medical and diagnostic equipment, care and waiting room furniture, fixtures and equipment, Computer System, electronic medical records system, or other technology systems), furnishings, and signs to be used in the Franchised Business and at the Clinic.

"**Operating Principal**" – the person, shareholder, member, or partner who has at least a 25% ownership interest in you and that you designate to be responsible for overseeing and supervising the operation of the Franchised Business.

"**Operations Manual**" – the confidential operations manual, in physical or digital format, that we loan to you or otherwise provide you access to, to assist you in setting up and establishing the operations of your Franchised Business.

"**Operations Year**" – means each 12-month period beginning the first full month after you open the Franchised Business. Each Operations Year is the subsequent set of twelve months after the prior Operations Year ends.

"**Owner**" – any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you, this Agreement, or the Franchised Business, and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights or assets.

"**PC**" – the professional corporation, professional limited liability company or other professional entity as permitted by law in your state to operate the Clinic.

"**Person**" – any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

"**Rebates**" – manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits that are offered by suppliers to us based upon your purchases of Operating Assets and other approved or designated products. You understand and acknowledge that you have no right to any Rebates we or our affiliate may receive.

"**Royalty Fee**" – the royalty fee that you agree to pay us, as set forth in Section 3.2.

"**Supplier**" – our approved, designated or required distributors and/or suppliers for any approved products or services, which may include us or our affiliates.

"**Territory**" – the geographic area in which the Franchised Location is located, as identified in Exhibit A to this Agreement.

"**Website**" – one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, landing pages, social media and networking sites (such as Facebook, LinkedIn, X, Instagram, YouTube, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools), blogs, vlogs, and other applications.

The definitions provided above are in addition to other defined terms set forth in this Agreement. The background and definitions are incorporated into the terms of this Agreement.

SECTION 1
GRANT OF FRANCHISE; TERRITORY

1.1. Grant of Franchise. You have applied for a license to own and operate one (1) Franchised Business that will manage a Clinic at the Franchised Location and in the Territory identified in Exhibit A. The Franchised Location and Territory will be determined as set forth in Section 2.1. Subject to terms and conditions set forth in this Agreement, we grant you the right and license to develop and manage a Clinic at the Franchised Location, and to use the System for the Initial Term, until the expiration of the Initial Term unless sooner terminated as provided herein. You agree at all times to perform the obligations of this Agreement faithfully, honestly, and diligently and to use your best efforts to promote the Franchised Business.

1.2. Professional Corporation Under Management; Management Agreement; Services. Prior to commencing operations of the Franchised Business, you must enter into a Management Agreement with a PC that we approve of, whereby you will provide the PC with management and administrative services and support consistent with the System and as outlined in our form of Management Agreement Addendum to support the PC's clinic or medical center and its delivery of medical services and related products to patients, consistent with all applicable laws and regulations. Subject to applicable law and medical

licensing board regulations, the PC will employ and control the licensed medical professionals and medical personnel supervised by licensed medical professionals, including physicians, nurse practitioners, nurses, physician assistants, medical assistants, medical receptionists, and other similar medical professionals who will provide the actual medical services at the Clinic (collectively, the "**Affiliated Practitioners**"). You will not provide any actual medical services, nor will you supervise, direct, control or suggest to the PC or its Affiliated Practitioners in the manner in which the PC or its Affiliated Practitioners provide or may provide medical services to its patients. You acknowledge and agree that we will not provide any medical services, nor will we train, supervise, direct, control or suggest to the PC or its Affiliated Practitioners the manner in which the PC or the Affiliated Practitioners provide medical services to its patients. We have provided you with a standard form of Management Agreement Addendum, which will amend the terms of your Management Agreement, attached here as Exhibit I; *however*, you understand and agree that it is your sole responsibility that the Management Agreement between you and the PC is consistent and in compliance with applicable federal, state and local laws, regulations, licensing boards, rules and ordinances. You acknowledge and agree that you must retain a lawyer, licensed in the state where the Anderson Longevity® Clinic Franchised Location will be located and familiar with applicable health care laws, to advise you on the Management Agreement and compliance with applicable federal and state health laws and regulations. You may negotiate the monetary and certain other terms of the relationship and Management Agreement with the PC, provided you understand and agree that you must obtain our written approval of the final Management Agreement prior to its execution. You understand and agree that our approval of the final Management Agreement is not a representation or warranty respecting its compliance with any laws or regulations but is merely to ensure it comports with our Brand Standards. We must approve the PC candidate, if applicable. You must ensure that the types of services available through the PC are limited to those in accordance with and pursuant to the System and that the PC is operated in accordance with the Management Agreement. You must have a Management Agreement in effect with a PC at all times during the operation of the Franchised Business. In the event the Management Agreement with the PC is terminated during the Initial Term, for any reason, then you must: (i) provide us with written notice no later than fourteen (14) days from the date the Management Agreement was terminated, and (ii) enter into a new Management Agreement with a replacement PC as soon as practicable, but in no event later than sixty (60) days after you provide or receive notice that the Management Agreement with the original PC is being terminated.

1.2.1. In the event applicable state law does not require the use of a Management Agreement between you and a PC, as solely determined by you and your counsel, we may waive certain of the foregoing requirements. If we do so, you and we will execute the Management Agreement Waiver attached hereto as Exhibit J. You acknowledge, understand, and agree that it is your sole responsibility to determine whether you are eligible to manage and operate the Clinic, and it is your continued sole responsibility to determine if any changes in applicable laws and regulations will impact your Clinic or would render your operation of the Clinic under one entity a violation of any applicable laws or regulations. In the event that we waive any of the foregoing requirements, and you and your counsel determine that you may operate the Clinic without the use of a Management Agreement under applicable law, then every reference to the "PC" in this Agreement will be deemed to refer to you, as the context requires.

1.3. Territorial Rights. The Territory is set forth on Exhibit A. Except as provided for in Sections 1.4, 1.5, and 1.6 below, we will not operate or grant others the right to operate an Anderson Longevity® Clinic business at a location within the Territory during the Initial Term of this Agreement *provided* you are in full compliance with this Agreement.

1.4. Rights We Reserve. We and our affiliates retain all rights with respect to Anderson Longevity® Clinic businesses, the Franchised Business and Clinic, the System, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate, including, but not limited to:

1.4.1. the right to operate, and to grant others the right to operate, Anderson Longevity® Clinic businesses and similar medical management businesses or similar clinics or medical centers under different names or marks located anywhere outside the Territory;

1.4.2. the right to establish and operate, and to grant to others the right to establish and operate, any other businesses offering products and services that are different from the products or services offered at Clinics through similar or dissimilar channels of distribution (including, but not limited to: (i) sales through direct marketing through the Internet, catalogs, or telemarketing; (ii) sales through retail stores that do not operate under the Marks; and (iii) sales made at wholesale), at any locations inside or outside the Territory under trademarks or service marks other than the Marks, through similar or dissimilar channels of distribution at any location and on any terms and conditions we deem appropriate;

1.4.3. the right to sell goods we authorize under the Marks, to any Person located inside or outside your Territory, through dissimilar channels of distribution, including but not limited to, through electronic means such as on or through websites we have already established, websites we may establish in the future, websites created by and/or hosted by third-parties, or other similar electronic outlets;

1.4.4. the right to acquire the assets or ownership interests of one or more businesses that operate, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with Clinics and Anderson Longevity® Clinic businesses under any name or marks, and/or the right to be acquired by a competing medical business or medical management business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Territory, provided, however, that if we acquire, or are acquired by, such a competing business or chain, we will not establish or grant franchises or licenses to establish new or additional competing businesses under the Marks or the acquired chain's marks in your Territory, although we may rebrand such existing businesses in your Territory to use the Marks and the System, and it is expressly acknowledged by you and us that any such business operations of the same or similar business that existed or operated at the time of such acquisition or transaction will not constitute a breach of Section 1.3;

1.4.5. the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, Anderson Longevity® Clinic businesses, the Franchised Business, and Clinics, and the services and products offered, and authorize others to do so, and those materials may appear in media, including but not limited to, the Internet or similar electronic media, or be received by prospective patients located anywhere, including within the Territory; and

1.4.6. the right to operate, and to grant others the right to operate, Anderson Longevity® Clinic businesses and similar medical management businesses or similar clinics or medical centers, in non-traditional locations, within or outside of the Territory.

1.5. Sale of Products and Merchandise Only at the Franchised Location. You may only offer and sell products and merchandise we previously authorize, only from the Franchised Location, only in accordance with the Franchise Agreement and Operations Manual, and only to retail patients at the Franchised Location for use at the Franchised Location or for personal use off-premises. You acknowledge and agree you will not, without first obtaining our express prior written consent, deliver, ship, transport, designate another party to, or otherwise send any Anderson Longevity® Clinic products, or merchandise to any person or business, regardless of the destination. You acknowledge and agree that you are prohibited from conducting, engaging in, subcontracting to third parties, utilizing on-line or Internet-based marketplaces or delivery companies or applications (such as Amazon, Facebook Marketplace, or other physical or electronic third-party marketplaces), or authorizing or permitting any person, entity, third party, or technology to engage in delivery operations at or from the Franchised Location unless (a) you fully describe the proposed terms of the delivery operations or program and (b) we give our prior written consent to such operation or program, which we may withhold in our sole discretion. Specifically, you may not offer or sell telemedicine services except in limited circumstances as approved in writing by us for the purpose of continuity of care.

1.6. Private Pay Only; Prohibition Against Insurance. You acknowledge, understand, and agree that any person who purchases goods or services from the Clinic will be "private-pay," and you must only accept or process payments for goods or services using only those approved forms of payment as we designate in the Operations Manual or otherwise in writing. You must not accept or process any payment from or through either (a) any government funding, including but not limited to, Medicare and Medicaid, or (b) any commercial health insurance plans, health maintenance organizations or other types of commercial third-party payor organizations.

1.7. Modification of the System.

1.7.1. You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, health care, medical management practices, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other Anderson Longevity® Clinic businesses. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes will not unreasonably increase your obligations hereunder.

1.7.2. You must accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

1.7.3. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, but not limited to, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

1.8. Corporation, Limited Liability Company, or Partnership. If you are, at any time during the Initial Term, an Entity, you agree and represent that:

1.8.1. You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed, validly existing, and in good standing under the laws of the state of your incorporation or formation;

1.8.2. You will not alter, change, or amend your organizational documents, operating agreement, or partnership agreement, as applicable, without obtaining our prior written approval, which approval we will not unreasonably deny or withhold, and will grant if such changes will not prevent you from performing your obligations under this Agreement;

1.8.3. Your organizational documents, operating agreement, partnership agreement, or stock certificates, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions;

1.8.4. Exhibit C to this Agreement completely and accurately describes all of your Owners and their interests in you as of the Effective Date. You agree to sign and deliver to us revised Exhibits C to reflect any permitted changes in the information that Exhibit C now contains;

1.8.5. Each of your Owners holding at least a thirty percent (30%) direct or indirect ownership interest during the Initial Term must execute a guaranty in the form attached hereto as Exhibit E, undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us;

1.8.6. The Operating Principal, as of the Effective Date, is identified in Exhibit C. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management and operational matters, and the only person from your Entity that we will recognize as having authority to communicate for and on your behalf and on behalf of your Entity. You may not change the Operating Principal without our prior written consent, which we will not unreasonably withhold provided that the proposed new Operating Principal meets our then-current qualifications and standards and successfully completes our then-current training programs as we may require; and

1.8.7. The Franchised Business will be the only business that the Entity may operate, and the Clinic will be the only business that the Entity may manage, and your organizational documents must reflect this (although the Owners in the Entity may have other business interests subject to any restrictions on Competitive Businesses in Sections 7 or 15.4).

SECTION 2
OPENING OF FRANCHISED BUSINESS, LOCATION APPROVAL, LEASE OF FRANCHISED LOCATION, AND DEVELOPMENT

2.1. Location Approval.

2.1.1. If you are not already in possession of a location that we have accepted upon your execution of this Agreement, you must locate a site for the Franchised Business and Clinic that satisfies the site selection guidelines we provide to you within one hundred eighty (180) days from the Effective Date, and which must be located within the Territory. You must submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us, which confirms your favorable prospects for obtaining the site. We will have thirty (30) days after receipt of this information and materials to approve or not approve, in our sole discretion, the proposed site as the Franchised Location for the Franchised Business. No site may be used for the Franchised Location of the Franchised Business unless it is first approved in writing by us. You acknowledge and agree that our approval of the Franchised Location for the Franchised Business is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the location or that your Franchised Business or the Clinic will be profitable. Our acceptance of a location for the Franchised Location for the Franchised Business only signifies that the location meets our then-current minimum criteria for a Franchised Business and Clinic. If you are unable to locate a site for your Franchised Business within one hundred eighty (180) days from the Effective Date, we may provide you with an extension of this timeframe, as described in Section 2.2.3, or we may terminate this Agreement.

2.1.2. Your Territory will remain the same during the term of the Franchise Agreement regardless of any shifts in its population. If you sell or transfer your Clinic with our permission, we reserve the right to alter the characteristics of the Territory to meet our then-current standards, and acceptance of such revised characteristics is a condition of our approval. You must execute a lease whose initial term and renewal options should not exceed the Initial Term of this Agreement, or you may execute a binding agreement to purchase the Franchised Location. We reserve the right to review and approve the terms of the lease or purchase agreement for the Franchised Location, and we reserve the right to require that certain

provisions be included in any lease for the Franchised Location, and you must execute the Collateral Assignment of Lease attached hereto as Exhibit B, and obtain the landlord's consent to the Collateral Assignment of Lease. You must also provide us with a copy of the executed lease or purchase agreement.

2.1.3. You may only operate the Franchised Business from the Franchised Location, and you must not relocate the Franchised Business except with our prior written approval and in accordance with Section 2.6. The Franchised Location must only be used for the operation of a Franchised Business and other related activities we approve in writing. You must not allow the Franchised Location to be used for any other purpose.

2.2. Franchised Business Development.

2.2.1. You are responsible for developing the Franchised Business. We will give you mandatory and suggested specifications and layouts for your Franchised Location, which may include color schemes, specific furniture and medical equipment, as well as a planogram for a typical Clinic layout, recommended office size and design, and required or recommended Operating Assets. You acknowledge that such specifications may not contain the requirements of any federal, state, or local law, code, or regulation (including but not limited to those concerning the medical clinics, the Americans with Disabilities Act (the "**ADA**") or similar rules governing clinics, public accommodations, or commercial facilities), nor will such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build a specific Clinic, compliance with all of which shall be your sole responsibility and expense. We reserve the right to approve or disapprove of any architects, designers, contractors, and suppliers you engage to complete the development and build out of the Clinic. You must engage the services of a designer or architect to develop plans for the build-out of your Franchised Business that are specific to the Franchised Location. You must adapt, at your expense, the standard specifications to the Clinic location, subject to our approval, as provided in Section 2.1 above, which will not be unreasonably withheld, provided that such plans and specifications conform to our general criteria. You understand and acknowledge that we have the right to modify the architectural plans and specifications as we deem appropriate from time to time. Upon your written request, we will provide you or your architect with a hard copy of general or prototypical plans for a Clinic.

2.2.2. You must work diligently to develop the Franchised Business at the Franchised Location and have the Clinic ready to open no later than nine (9) months from the Effective Date (the "**Opening Date**"). Time is of the essence. We reserve the right to inspect the Franchised Business while it is being constructed and/or remodeled. You may only open the Clinic for business after you have completed all pre-opening requirements and you receive our prior written approval.

2.2.3. If you cannot (a) sign a lease within 180 days of executing this Agreement, or (2) develop the Franchised Business at the Franchised Location and have the Clinic ready by the Opening Date, then you may request in writing that we approve an extension of up to six (6) months within which you must open the Clinic (the "**Extended Opening Date**"). You will not receive more than one (1) extension for the Clinic. If you fail to develop the Franchised Business and open the Clinic by the Opening Date, or (if applicable) the Extended Opening Date, we may terminate this Agreement.

2.2.4. You must:

(a) obtain a site plan and any modifications to our basic architectural plans and/or specifications for the Clinic, including requirements for dimensions, exterior design, materials, interior layout, equipment, fixtures, furniture, signs, and décor, consistent with applicable ordinances, building codes, and permit requirements. You will submit all construction plans or final floor plan to us for our approval before you may begin the construction process;

(b) obtain all required zoning changes and all required building, driveway, utility, health, sanitation, and sign permits and any other required permits, and such permits and approvals must be maintained by you at all times;

(c) arrange for the installation and delivery of equipment, fixtures, furniture and signs; and

(d) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Clinic in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes and permit requirements.

2.2.5. You agree to recruit and retain at least one (1) person to serve as the Clinic Manager to successfully open and operate the Franchised Business. You (or if you are an entity, the Operating Principal) may serve as the Clinic Manager for the Franchised Business during the first year the Franchised Business is open.

2.3. Operating Assets.

2.3.1. You agree to only use those Operating Assets that we approve for Clinics which meet our Brand Standards for quality, design, appearance, function, and performance in operating the Franchised Business; *provided*, that you and we acknowledge and agree that the selection and use of any equipment and products used in connection with medical services provided by the PC to its patients will be subject to the PC's approval based on the professional opinion of the PC and/or its Affiliated Practitioners. You agree to place or display at the Franchised Location only the signs, logos, and display materials that we approve, subject to and in strict compliance with the state and local rules and regulations regarding the operation, management and advertising of or for a medical center. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us or our affiliate).

2.3.2. Upon your written request, we may provide assistance to you in placing your initial order for the Operating Assets and other such goods, products, merchandise, and other items we require all new Anderson Longevity® Clinic franchisees to include in the Franchised Business's initial inventory.

2.4. Computer System.

2.4.1. You agree to obtain and use the Computer System we specify. We may modify specifications for and components of the Computer System. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and/or communications capabilities and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, you agree to incur the costs of obtaining the computer hardware, software, and/or communications capabilities comprising the Computer System (or additions and modifications) and required service or support. You will be responsible for any costs that you incur in connection with the Computer System. Within sixty (60) days after you receive notice from us, you agree to obtain and install the Computer System components that we designate.

2.4.2. You agree that we may condition any license of proprietary software to you, or your use of technology that we develop or maintain, upon you signing a software license agreement or similar document with us or an approved vendor. We or our approved vendor will charge you a fee for any proprietary software or technology that is licensed to you and for other maintenance and support services provided.

2.4.3. You will have sole and complete responsibility for: (a) the acquisition, operation, maintenance, and upgrading of the Computer System; (b) the manner in which your Computer System interfaces with our and any third party's computer system; and (c) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. You may not install any software, other than authorized upgrades, or make any hardware modifications to the Computer System that might hamper or interfere with the operation of the Computer System in the manner we require, *unless* such modifications

are necessary for cyber security purposes and you provide us with prior written notice of the modification and its purpose, and you maintain our access to data as required in this Agreement, the Operations Manual.

2.4.4. We reserve the right to specify in the Operations Manual, or otherwise in writing, the information that you must collect and maintain through the Computer System and to do so at the intervals we designate. Subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, limited to the HIPAA Rule, you agree to provide us, or designated suppliers of support services that use such data to provide services to the Franchised Business, with the reports that we may reasonably request. We reserve the right to have independent access to some or all of the information generated or stored in your Computer System. During any periods that we have independent access, we may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation, subject to your and our compliance with the HIPAA Rule or other applicable law relating to confidentiality of patient records. There are no contractual limitations on our right to access your Company System for information and data.

2.4.5. By execution of this Agreement, you and we agree to abide by the terms of the Business Associate Agreement regarding patients' protected health information, as provided in the Management Agreement Addendum at Exhibit I, whichever is applicable, the terms of which are hereby incorporated into and become effective with the execution of this Agreement. You agree to execute an amended Business Associate Agreement to the extent we determine such an amended agreement is necessary.

2.4.6. Prior to opening the Clinic, you will pay us or our approved vendor the initial software licensing fee associated with computer software that we may require for use in your Clinic and/or are developing, utilizing, or enhancing for use in Clinic as we deem necessary in our sole discretion, which is currently seven hundred fifty dollars ($750) (the "**Initial Software Licensing Fee**"). You will use an email address we designate for communication with us and anyone else in the operation of your Franchised Business, and you must maintain and check your Anderson Longevity® Clinic email account in accordance with the Operations Manual. You must participate in any required software and other programs we deem necessary, as we may determine in our sole discretion in accordance with the Operations Manual.

2.5. Opening of the Franchised Business.

2.5.1. During the period beginning thirty (30) days before and ending sixty (60) days following the Opening Date (or the Extended Opening Date, if we granted you an extension pursuant to Section 2.2.3 above), you must spend, at minimum, fifteen thousand dollars ($15,000) (the "**Grand Opening Fee**") to market and promote the opening of your Clinic (the "**Grand Opening Campaign**"). We reserve the right to require you to pay to us the Grand Opening Fee, and if we exercise this right we will deposit the Grand Opening Fee with our designated supplier who will develop and conduct the Grand Opening Campaign. You may spend more than the Grand Opening Fee on the Grand Opening Campaign so long as you are in compliance with Section 9 of this Agreement, the Operations Manual, and any other specifications we designate relating to advertising and marketing.

2.5.2. You may not open the Franchised Business until:

(a) the Franchised Business meets our Brand Standards and specifications, as described in the Operations Manual;

(b) you have received all required state and local government certifications, permits, and licenses necessary for the management of a Clinic, and the PC has certified to you that it has received all required state and local government certifications, permits and licenses necessary for the operation of a Clinic, including any required licenses and certifications for its personnel, and provide such certifications, permits, and licenses to us upon our request (but if we do so, it remains your responsibility to obtain them);.

(c) you or your Operating Principal and your Clinic Manager, and other personnel (if any), have satisfactorily completed all training that we require for each such person;

(d) you pay the Initial Franchise Fee and other amounts then due to us;

(e) you have executed all agreements required prior to the opening of the Franchised Business, including, but not limited to, this Agreement, the lease, the Management Agreement (including any required Management Agreement Addendum), Business Associate Agreement, and any software license agreements;

(f) you are not in default under, or in violation of, any agreements by and between you and us or any suppliers;

(g) you provide us certificates of insurance for all required insurance policies; and

(h) you receive our written consent to open the Franchised Business.

2.5.3. We will provide, at no cost to you, the services of one of our representatives for up to three (3) calendar days to assist you in the opening and initial operations of the Clinic. Our representative will travel to the Clinic after we have approved the opening date and once you have completed all pre-opening requirements under this Agreement. You will fully cooperate with the representative as they assist you in opening the Franchise Business, including providing additional training, support services, and other services as required under this Agreement or requested by you. If this Agreement is for your second or subsequent Franchised Business, we reserve the right to reduce the duration of our representative's visit or to not provide opening assistance.

2.6. Relocation of the Franchised Location of the Franchised Business.

2.6.1. If you are unable to continue the operation of the Franchised Business at the Franchised Location because of the occurrence of a *force majeure* event (including natural disasters, strikes, lockouts or other industrial disturbances, war, riot, acts of terrorism, or other catastrophic forces beyond your control), then you may request our approval to relocate the Franchised Business and Clinic to another location in the Territory, which approval shall not be unreasonably withheld. Relocation of the Franchised Location of the Franchised Business and Clinic for reasons not caused by *force majeure* shall be subject to our prior written approval, which we may provide in our sole discretion. If we elect to grant you the right to relocate the Franchised Business and Clinic, then you shall comply with the site selection and construction procedures set forth in this Section 2. Upon our approval of your relocation request, you must pay us a relocation fee in an amount equal to twenty-five percent (25%) of the then-current Initial Franchise Fee.

SECTION 3
FEES

3.1. Initial Franchise Fee. You agree to pay us a non-refundable initial fee in the amount of fifty thousand dollars ($50,000) (the "**Initial Franchise Fee**"). The Initial Franchise Fee is payable in a lump sum when you sign this Agreement, is fully earned by us when paid, and is non-refundable under any circumstances.

3.2. Royalty Fee.

3.2.1. In consideration of the license granted to use the Marks and the System, and for the services provided to enable you to provide management services to the PC, you agree to pay us a monthly Royalty Fee equal to the greater of: (i) 8% of Gross Revenues; or (ii) $2,500. We may draft from your designated bank account, per our EFT process, on the Payment Date each month. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. We may change the frequency or method you must pay the Royalty Fee to us in the Operations Manuals or otherwise

in writing. The "**Payment Date**" is the day each month we designate in writing for payment of the Royalty Fee and other monthly fees.

3.2.2. We will have independent access to your operational and financial information and data, and we will access that data to obtain the applicable revenue reports as described in the Operations Manuals ("**Revenue Reports**"). Notwithstanding the foregoing, upon request, you must submit or deliver to us any and all reports, statements and/or other information, which may include electronically pulled data that we obtain from your point-of-sale system in the manner and form that we specify within 14 days of our written request. Our right to access your Computer System directly does not diminish your responsibility to provide us with the Revenue Report.

3.3. Brand Marketing Fee.

3.3.1. In addition to the Royalty Fee, you must pay to us a monthly Brand Marketing Fee for each Operations Year equal to 1% of Gross Revenues. Such amount shall be contributed to a Brand Marketing Fund ("**Brand Marketing Fund**") maintained by us, as described in Section 9.2 below. The Brand Marketing Fee is payable to us on the Payment Date in the same manner as the Royalty Fee. We may change the frequency or method you must pay the Brand Marketing Fee to us in the Operations Manuals or otherwise in writing.

3.3.2. We may periodically receive allowances, rebates or other payments from approved suppliers based on purchases from such suppliers by other Anderson Longevity® Clinic businesses, and we may elect to contribute such allowances, rebates or other payments to the Brand Marketing Fund. You understand and acknowledge, however, that any such contribution of these amounts by us to the Brand Marketing Fund does not in any manner diminish or eliminate your responsibility to pay the Brand Marketing Fee. You must pay the Brand Marketing Fee in addition to your local advertising requirement.

3.4. Technology Fee. In addition to the Initial Software Licensing Fee, you must pay us a monthly technology fee equal to 0.5% of Gross Revenues ("**Technology Fee**"), which is associated with developing, researching, maintaining, implementing, modifying, and/or upgrading technology used in the operation of the Franchised Business as we deem appropriate in our sole discretion. You shall pay the Technology Fee on the Payment Date in the same manner as the Royalty Fee. We may change the frequency or method you must pay the Technology Fee to us in the Operations Manuals or otherwise in writing.

3.5. Proprietary Software Fee. You must pay us a monthly proprietary software fee of four hundred dollars ($400) per month, for the proprietary software or technology that is licensed to you and for other maintenance and support services provided ("**Proprietary Software Fee**"). You shall pay the Proprietary Software Fee on the Payment Date in the same manner as the Royalty Fee. We may change the frequency or method you must pay the Technology Fee to us in the Operations Manuals or otherwise in writing. We may increase the Proprietary Software Fee by up to 25% year-over-year, compounded annually, not more than one time per year.

3.6. No Withholding Payment. You are not entitled to withhold payments due to us under this Agreement on grounds of alleged non-performance by us hereunder or for any other reason. We will deem any amount overdue if we fail to receive such payment or report before or on the date it is due to us. Time is of the essence with respect to any payment you owe to us, our affiliates, and our approved or designated suppliers.

3.7. Interest. All amounts which you owe us or our affiliates for any reason which are not paid when due will bear interest accruing as of their original due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate permitted by law, whichever is less. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest. You acknowledge and agree that this Section does not constitute our or

our affiliates' agreement to accept such payments after they are due or a commitment to extend credit to or otherwise finance the operation of the Business. The collection of any late fee and the acceptance of any late payment will not diminish our or our affiliates' right to any other remedies available under this Agreement.

3.8. Insufficient Funds. In addition to interest charges on late payments, you must pay to us a fee of two hundred fifty dollars ($250) when there are insufficient funds in your bank account for us to collect the payment by a transfer of funds on or after the date it is due to us (the "**Insufficient Funds Fee**"). The Insufficient Funds Fee is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment. Notwithstanding anything to the contrary, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law.

3.9. Application of Payments. We may apply any of your payments to any of your past due indebtedness to us as we determine, regardless of your designation for such payment. We may set off any amounts you owe us or key suppliers against any amounts we owe you. You may not withhold payment of any amounts you owe us due to our alleged non-performance of any of our obligations under this Agreement.

3.10. Method of Payment. By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account by EFT in the amount of the Royalty Fee, Brand Marketing Fee, and any other payments due to us and/or our affiliates. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, we will charge you an Insufficient Funds Fee, we may charge interest in accordance with Section 3.4 above, and we may require that future payments be made by certified, bank, or cashier's check, or another form of payment that we specify. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion. We may require the payments, or automatic debits, be made more or less frequently than specified in Section 3.2, but not more frequently than once a week. You agree to comply with our payment instructions as they may be modified from time to time.

3.11. Payment of Taxes. You must pay in a timely manner all local, state and federal sales, business, property, goods and services taxes and all other taxes, and fees levied or assessed by any governmental authority directly or indirectly in connection with the Franchised Business. You are responsible for all taxes levied or assessed on you or the Franchised Business in connection with your activities under this Agreement, including but not limited to, income taxes, sales taxes, unemployment taxes, and all other indebtedness of any kind incurred by you in the conduct of the Business Franchised under this Agreement. If you are required to deduct any sales tax, gross receipts tax, income tax, withholding tax or similar tax from any payment to us, then, to the extent that we are not able to successfully obtain and utilize a tax credit from the applicable taxing authorities, the amount payable by you shall be increased by such amount as is necessary to make the actual amount received (after such withholding of taxes) equal to the amount that we would have received had no tax payment been required, provided that such shortfall is not caused by our negligence in filing the claims, or for reasons that can be solely attributable to us. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

3.12. Payment of Additional Fees. You must pay any other fees as we require and in amounts described in this Agreement, including the Non-Compliance Fee described in Section 8.7.4 below.

3.13. No Fee Splitting; Restructuring of Fees. Payment of the Royalty Fee, Brand Marketing Fee, the Technology Fee, and all other payments hereunder are not intended to, and shall not be interpreted or implied to permit you to, share fees for medical services. The parties acknowledge and agree that you and we negotiated fair market value compensation for the services and licenses we furnish to you pursuant to

this Agreement. You acknowledge and agree that it is your sole responsibility to ensure your full compliance with applicable federal and state laws and regulations, including but not limited to, those regarding the payment of fees to us as contemplated under this Agreement. You acknowledge and agree that each payment you make to us under this Agreement shall constitute and be deemed a representation by you that such payment complies with all applicable local, state, and federal laws. If at any time during the Initial Term, you interpret a change to applicable federal or state laws or regulations that, in either case, would cause (a) the reduction, prevention, or restriction upon you to pay us the full amount of the fees intended to be payable hereunder, including Royalty Fees and System Advertising Fees, or (b) the imposition of unintended or unanticipated obligations on us (e.g., joint employment with you or your employees), then (i) you must immediately notify us in writing of the change in the law or regulation, and (ii) we may add to, modify or restructure the arrangements and payment obligations under this Agreement to allow the full or comparable amount of the payments intended hereunder to be paid by you to us and for any and all new costs imposed on us to be reimbursed or paid by you. You shall cooperate with us in connection with any required or necessary changes. The parties further agree that if in our sole discretion, a restructuring or modification of the terms of, and/or relationship established by, this Agreement is not reasonably practical, then the parties agree to cooperate to terminate this Agreement.

3.14. No Payment for Referrals. You shall not pay for or otherwise compensate any business, individual, or service in exchange for patient referrals. You agree and acknowledge that it is your sole responsibility to ensure your full compliance with applicable federal and state laws or regulations with respect to anti-kickback statutes.

SECTION 4
TRAINING AND ASSISTANCE

4.1. Initial Training for Franchised Business and Opening Assistance.

4.1.1. We or our designee will conduct an initial training program for you, your Clinic Manager, or your Operating Principal, for a total of two (2) trainees, which will address the material aspects of managing and operating your Franchised Business (the "**Initial Training Program**"). You may not send any additional personnel to the Initial Training Program without our prior approval. We or our designee will provide the Initial Training Program at our headquarters or other location that we or our designee may specify. We and our designee reserve the right to charge a training fee for any additional trainees that attend initial training. You agree to pay for all travel and living expenses which you incur and for your employees' wages and workers' compensation insurance during training.

4.1.2. You, and your Operating Principal or your Clinic Manager, must complete the Initial Training Program to our satisfaction. If you, your Operating Principal or your Clinic Manager fail to complete the Initial Training Program, then those attendees may repeat the course or send a substitute to complete the next available training program. We and our designee reserve the right to charge you for substitute personnel that attend the next training program. Among the current criteria for satisfactory completion of the Initial Training Program are attendance at all training classes, passing all interim and final tests and exams, and demonstrating a capability and willingness to comply with Brand Standards.

4.1.3. If we determine that you, your Operating Principal, the Clinic Manager, or the designated Affiliated Practitioner cannot complete Initial Training Program to our satisfaction, we may terminate this Agreement.

4.1.4. The Clinic Manager, and any other personnel that we designate, must meet the minimum qualifications set forth in the Operations Manual, and they must complete any training programs that we may require before they may work in a managerial role at the Clinic or train other personnel. If, at any time during the Initial Term, we learn or determine that a person is regarded as no longer complying with our standards and procedures, then we may require that person satisfactorily complete training or a re-training program. We reserve the right to charge for re-training personnel. In addition, all management personnel

and other personnel working at the Clinic for you and the PC must satisfactorily complete all state and local government required training and must meet all required licensing and certification requirements.

4.1.5. You acknowledge and agree that any training we provide for your employees is intended only to impart to those employees the various procedures, protocols, systems, and operations of a Franchised Business and in no fashion reflects any employment relationship between us and such employees. You understand and agree that you are the sole employer of your employees, and that you and we are not joint employers of any persons. If it is ever asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, appearing at any venue requested by us to testify on our behalf; participating in depositions or other appearances; or preparing affidavits rejecting any assertion that we are the employer, joint employer or co-employer of any of your employees.

4.2. Additional Training.

4.2.1. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you agree to pay our then-current per diem fee and out-of-pocket expenses. We reserve the right to reduce the duration of our representative's visit or to not provide opening assistance for your second or subsequent Franchised Business. If, at any time during the Initial Term or any successor term, we learn or determine that a person is regarded as no longer complying with our standards and procedures, then we may require that person satisfactorily complete training or a re-training program. We reserve the right to assess a fee for re-training. In addition, all management personnel and other personnel working at the Franchised Business must satisfactorily complete all state and local government required training and must meet all required licensing and certification requirements.

4.2.2. We may offer additional training in person or in an electronic format in various forms. If we provide you with access to additional electronic training videos or other materials, then you must review those videos and other materials within a reasonable time or as provided in the Operations Manual.

4.2.3. You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue or modify from time to time.

4.2.4. Without limiting the foregoing, if you fail to meet the Minimum Gross Revenue Requirement for any Operations Year, we may require you to attend and complete additional training (in addition to any other rights we may exercise in connection with your failure to satisfy the Minimum Gross Revenue Requirement), at your sole expense. We reserve the right to assess a fee for such additional training.

4.3. General Guidance.

4.3.1. If we determine, in our sole discretion, that the Franchised Business needs additional guidance, we may send one or more representatives to the Franchised Location to provide you with guidance on the operations of the Franchised Business, and you agree to fully cooperate with such representative(s). Such topics for discussion and guidance may include your marketing strategy, compliance with Brand Standards, operations management, financial management, facilities, and other topics as determined by the representative(s).

4.3.2. We may advise you regarding the Franchised Business's operation based on your reports to us and/or our direct or indirect observations, and we may provide guidance to you with respect to: (a) standards, specifications, and operating procedures and methods regarding management of the Clinic; (b) advertising and marketing materials and programs; (c) suggested employee training and recruiting programs; and (d) administrative, bookkeeping, and accounting procedures.

4.3.3. We will provide guidance in the Operations Manual, bulletins or other written materials; by electronic communications or media; by telephone consultation; and/or at the Franchised Business. Upon written request, we may provide additional or special guidance, assistance, or training.

4.4. Operations Manual.

4.4.1. We will loan you during the Initial Term one (1) copy of our Operations Manual, which may be in electronic form or shared from a secured website, and may include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed electronically or via the Internet or our extranet (if one is developed) and/or written materials. The Operations Manual contains our Brand Standards that we periodically prescribe for the management and operation of a Franchised Business and a Clinic and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in Brand Standards. You agree and acknowledge that our Operations Manual and other guidelines as we set forth in writing from time to time include some mandatory requirements, and some recommended practices.

4.4.2. You agree to keep your copy of the Operations Manual current and in a secure location, electronically or otherwise, at the Franchised Location of the Franchised Business. If there is a dispute over its contents, our master copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any person other than Franchised Business employees who need to know its contents. You may not at any time copy, share, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy from us.

4.4.3. At our option, we may post some, or all, of the Operations Manual, marketing materials, exchanges of franchisee email, System discussion forums and System-wide communications (among other activities) on a restricted Website or extranet to which you will have access. If we do so, you agree to monitor and access the Website for any updates to the Operations Manual or Brand Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a Website will be deemed to be part of the Confidential Information (as defined in Section 6.1 of this Agreement).

4.5. Advisory Council.

4.5.1. We may, in our discretion, form one or more advisory councils to work with us to improve the System, the products and services offered by Clinics, advertising conducted by the Brand Marketing Fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We reserve the right to form, develop by-laws for, change, merge or dissolve any advisory council.

4.5.2. If formed, an advisory council may be comprised of our representatives and Anderson Longevity® Clinic franchisee representatives. We may require all franchisees to participate in council-related activities and meetings. If you participate on an advisory council, you will pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings.

4.6. Franchisee Convention.

4.6.1. We may, in our discretion, hold a convention, or designate a third-party sponsored event as the convention, not more than once per calendar year, at a time, date, and location to be selected by us (the "**Convention**"). We will determine the topics and agenda for the Convention to serve the purpose, among other things, of updating you and other Anderson Longevity® Clinic franchisees on developments affecting franchisees, exchanging information regarding operations and programs, recognizing franchisees for their achievements, and others as we determine. We may require you to attend the Convention and pay our then-current registration fee, not to exceed one thousand dollars ($1,000) per attendee (the "**Convention Registration Fee**"). We reserve the right to charge you the Convention Registration Fee to cover the convention expenses in the event you choose not to attend the Convention. All expenses, including your

and your employees' transportation to and from the Convention, as well as lodging, meals, and salaries during the Convention are your sole responsibility. We may use Brand Marketing Fees for purposes related to the Convention, including costs related to productions, programs, and materials.

SECTION 5
MARKS

5.1. Ownership and Goodwill of the Marks. You understand and acknowledge that our affiliate is the owner of the Marks and System, and that we have a licensee to use and sublicense the System and Marks used in connection with Anderson Longevity® Clinic businesses and your Franchised Business and Clinic. Your right to use the Marks is derived only from this Agreement and limited to your operation of the Franchised Business pursuant to this Agreement and all Brand Standards. Your unauthorized use of the Marks is a breach of this Agreement and infringes on our affiliates' rights in the Marks and our rights to use and sublicense the Marks. You acknowledge and agree that your use of the Marks, and any goodwill established by that use, are exclusively for our and our affiliates' benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you. All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not, during the Initial Term, use, contest or assist any other person in contesting the validity of our ownership of the Marks.

5.2. Limitations on Your Use of the Marks.

5.2.1. You agree to use the Marks as the Franchised Business's sole identification, except that you agree to identify yourself or the Entity as the independent contractor in the manner we prescribe. Your use of the Marks will be limited to uses related to the management and administrative support of the Clinic, and you may not in any way use the Marks to explicitly or implicitly state or suggest that you or the Franchised Business is providing any medical services. You may not use any Mark, any derivatives of the Marks or similar mark: (a) as part of any corporate or legal business name, (b) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (c) in selling any unauthorized services or products, (d) as part of any domain name, homepage, online webpage, electronic address, or otherwise in connection with a Website, or (e) in any other manner that we have not expressly authorized in writing.

5.2.2. You may not use any Mark in advertising the transfer, sale, or other disposition of the Franchised Business or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Franchised Business and on forms, advertising, supplies, and other materials we designate. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

5.3. Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or U.S. Patent and Trademark or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

5.4. Discontinuance of Use of the Marks.

5.4.1. If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We are not required to reimburse you for your expenses of changing the Franchised Business's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

5.4.2. Our rights apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason. You acknowledge both our right to take such action and your obligation to comply with our directions.

5.5. Indemnification for Use of the Marks. We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement, provided you have notified us immediately upon your becoming aware of such infringement, you comply with our directions in responding to the proceeding, and you have used the Mark(s) in compliance with this Agreement, the Operations Manual, and other directives from us. At our option, we may defend or control the defense of any proceeding arising from your use of any Mark under this Agreement.

SECTION 6
CONFIDENTIAL INFORMATION

6.1. We possess (and will continue to develop and acquire) certain Confidential Information, some of which constitutes trade secrets under applicable law, relating to developing and operating Anderson Longevity® Clinic businesses and you Franchised Business and Clinic. "**Confidential Information**" includes the following:

6.1.1. our trade secrets, Operations Manual, System, and all other information that you are given access to by virtue of this Agreement that is not a matter of public knowledge

6.1.2. site selection and territorial criteria;

6.1.3. training and operations materials and manuals;

6.1.4. methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and managing Clinics and offering or selling certain modern medical services and naturopathic products;

6.1.5. marketing and advertising programs for Clinics;

6.1.6. knowledge of, specifications for, and suppliers of Operating Assets, and other products and services;

6.1.7. any computer software or similar technology which is proprietary to us or the System, including but not limited to, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

6.1.8. knowledge of the operating results and financial performance of Anderson Longevity® Clinic businesses and your Clinic and Franchised Business (subject to compliance with the HIPAA Rule and other requirements);

6.1.9. graphic designs and related intellectual property; and

6.1.10. any passwords or other digital identifications necessary to access the Operations Manual on a Website.

6.2. You acknowledge and agree that you will not acquire any interest in the Confidential Information by virtue of this Agreement or otherwise, other than the right to use it as we specify in operating the

Franchised Business during the Initial Term, and that the Confidential Information is proprietary and is disclosed to you only on the condition that you agree that you:

6.2.1. will not use Confidential Information in any other business or capacity;

6.2.2. will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Initial Term and then thereafter for as long as the item is not generally known in the employment and/or health care industries;

6.2.3. will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

6.2.4. will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting disclosure to your Franchised Business's personnel and others and using non-disclosure and non-competition agreements (in the form attached as Exhibit F to this Agreement) with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

6.3. Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the health care management and/or modern medical industries through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the health care management and/or modern medical industries through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

6.4. All ideas, concepts, techniques, or materials relating to your Franchised Business, whether or not protectable intellectual property and whether created by or for you or your employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "**work made-for-hire**" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing an assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. Notwithstanding the generality of the foregoing, in the event the PC has assigned to you any ideas, concepts, techniques, or materials relating to your Franchised Business, as contemplated herein, then ownership of any item assigned by the PC to you shall be then be assigned by you to us.

SECTION 7
EXCLUSIVE RELATIONSHIP

7.1. You acknowledge that we have granted you the right to develop and operate the Franchise Business in consideration of and in reliance upon your agreement to deal exclusively with us. You therefore agree that during the Initial Term, you and any of your Immediate Family Members who have attended any of our training programs, or have participated in any aspects of the operation or management of the Franchised Business or otherwise may have access to Confidential Information, will not directly or indirectly:

7.1.1. own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an Owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that an equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

7.1.2. be or perform services as a director, officer, manager, employee, consultant, representative, contractor or agent for a Competitive Business, wherever located or operating;

7.1.3. divert or attempt to divert any actual or potential business or patients of the Franchised Business to a Competitive Business; or

7.1.4. engage in any other activity which might injure the goodwill of the Marks or System.

7.2. You agree to obtain similar covenants from the personnel and persons we specify including your directors, managers and other employees attending our training program or having access to the Confidential Information and Immediate Family Members, subject to and in compliance with applicable state law in the State where the Franchised Business is located. We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of those agreements with independent enforcement rights.

7.3. You will immediately disclose to us if you become aware of any affiliation with a Competitive Business contemplated by this Section 7. This disclosure obligation applies to both existing and potential affiliations with Competitive Businesses that may arise during the term of this Agreement.

SECTION 8
BRAND STANDARDS

8.1. Condition and Appearance of the Franchised Business.

8.1.1. You must maintain the condition and appearance of the Clinic, Franchised Location, and the Franchised Business' Operating Assets in accordance with Brand Standards and consistent with the image of a Clinic as an efficiently operated business offering high quality professional services and products, observing high standards of patient service and care, and providing efficient, courteous service. You will take, without limitation, the following actions during the Initial Term: (i) repaint, repair, and refurbish the Clinic and Franchised Location at intervals we prescribe which will not be more than once every three (3) years; (ii) repair or replace damaged, worn out, or obsolete Operating Assets; and (iii) place or display at the Franchised Location only those signs, photographs, artwork, logos, and display and advertising materials that we approve.

8.1.2. If at any time the general state of repair, appearance or cleanliness of the Clinic, Franchised Location or the Franchised Business' Operating Assets does not meet our Brand standards and specifications, we have the right to notify you specifying the action you must take to correct the deficiency. You will have thirty (30) days to comply with such notice. If you do not initiate action to correct such deficiencies within thirty (30) days after receipt of our notice, we have the right, without liability for trespass or tort and in addition to all other remedies, to enter the Franchised Location and do any required maintenance or refurbishing on your behalf, and you agree to reimburse us for any expenses we incur in connection therewith.

8.1.3. On notice from us, you agree, at your expense, to remodel, expand, redecorate, reequip and/or refurbish the Clinic, Franchised Location and the Franchised Business to reflect changes in the operations of the Clinic which we prescribe and require of new Anderson Longevity® Clinic businesses. There is no limit to the costs you may incur to satisfy your obligations under this Section 8.1.

8.2. Franchised Business Services, Specifications, Standards, and Procedures. You agree that:

8.2.1. the Franchised Business will provide all of the management services to the Clinic. The PC will offer all medical care services;

8.2.2. the Franchised Business will offer and sell approved services and products only in the manner we prescribe;

8.2.3. you will not offer for sale or sell at or from the Franchised Business, any services or products we have not approved;

8.2.4. you must follow our policies, guidelines, and programs for advertising and promotion, and to the extent allowed by law, this includes a requirement that you sell the memberships, products and services at the prices and discounts advertised or promoted pursuant to programs we establish; provided that, if we are not permitted to set minimum and/or maximum pricing under applicable law, you will use commercially reasonable efforts to follow our pricing guidelines, and we may request information from you to substantiate deviations from pricing guidelines due to market conditions; we will not set pricing for medication;

8.2.5. we have the right to revoke our approval of services or products to be offered or sold at or from the Franchised Business, and you will discontinue selling and offering for sale any services or products that we revoke or disapprove in writing; and

8.2.6. you will be responsible for the PC operating in accordance with the Management Agreement.

8.3. Approved Products and Suppliers.

8.3.1. We have the right to designate certain products as mandatory or optional, and you acknowledge and agree that we or our affiliates may be designated suppliers to the extent permitted by applicable law. We reserve the right to approve specifications or suppliers of the products that meet our reasonable standards and requirements. You agree to purchase only such products meeting those specifications, and if we require it, only from suppliers we have approved.

8.3.2. We may concentrate purchases with one or more suppliers in an attempt to obtain lower prices or advantageous advertising support or services. Approval of a supplier may be conditioned on any requirements we determine in our sole discretion, including but not limited to, product quality, prices, consistency, reliability, financial capability, labor relations, patient relations, 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.

8.3.3. All products you make available to customers at the Franchised Location, and all equipment, fixtures, furniture, exterior and interior signs and decorations, uniforms, forms and cleaning and sanitation materials and other supplies and materials used in the operation of the Franchised Business and the Clinic, must be approved and conform to the specifications and quality standards established by us.

8.3.4. At the time the Clinic opens for business, you will stock the initial inventory of supplies, equipment and materials prescribed by us and/or required by the PC. Thereafter, you will stock and maintain all types of supplies, equipment and materials which we prescribe or are required by the PC, in quantities sufficient to meet reasonably anticipated patient demand. Additionally, requirements relating to equipment and products to be used in connection with medical services provided to patient by the PC will be subject to the PC's approval.

8.3.5. You acknowledge and agree that we may establish one or more preferred vendor programs. In this event, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use for some or all products, and/or refuse any of your requests if we believe that this action is in the best interest of the System and other Anderson Longevity® Clinic businesses. We will have unlimited rights to approve or disapprove the suppliers who may be permitted to sell products to you.

8.3.6. You acknowledge and agree that we will have the right to collect and retain all Rebates offered by suppliers to us based upon your purchases of products. These Rebates may be based on System-wide purchases of products. You assign to us or our designee all of your right, title and interest in and to any and all such Rebates and authorize us or our designee to collect and retain any and all such Rebates

without restriction (unless otherwise instructed by the supplier). If we do so, then you hereby acknowledge that you will not assert any interest in such monies.

8.4. Approval of New Products and Suppliers. If you wish to purchase, lease or use any products that we have not previously approved, or you wish to purchase or lease from a supplier we have not previously approved, you or the supplier must submit to us a written request for approval. You must pay our then-current evaluation fee for each product or supplier you request that we evaluate, plus the costs we incur in connection with testing, inspecting, and evaluating the proposed product or supplier. We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards in our sole discretion. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you in writing within thirty (30) days after you have requested our approval whether the proposed product or supplier is, in fact, approved or disapproved. We are not required to make available to you or to any supplier our criteria for product or supplier approval. We are not obligated to approve any specific product or supplier if we believe that approval of that product or supplier is not in the best interests of the System. We may revoke our prior approval of any product or supplier at any time, and after your receipt of written notice from us regarding our revocation you must stop using that product or stop purchasing from that supplier.

8.5. Management of the Franchised Business; Conflicting Interests.

8.5.1. You or your Operating Principal must manage and provide general oversight of the Franchised Business on a full-time basis. Your failure to have the Franchised Business managed on a full-time basis by you or your Operating Principal is a default for which we may terminate this Agreement if such default continues for thirty (30) days after receiving notice from us. You must keep us informed at all times of the identity of any supervisory employee(s), including your Operating Principal, your Clinic Manager, PC, and the Affiliated Practitioners. You must make sure that the Franchised Business is staffed with adequate non-medical personnel to meet the needs of the Clinic, and you must make sure that the Clinic is staffed with adequate medical personnel to efficiently and effectively meet patient needs.

8.5.2. If you own or control more than one Anderson Longevity® Clinic business, we reserve the right to require you to be an Entity, and each Anderson Longevity® Clinic business must be under the direct supervision, at the Franchised Location, of one of your principals who is designated as the Operating Principal for that Franchised Business and who has completed our training program to our satisfaction.

8.5.3. You must notify us in writing within 7 days of any amendments or anticipated amendments to the Management Agreement.

8.6. Insurance.

8.6.1. You must maintain in force, at your sole expense, the insurance coverages that we require, as described below. We reserve the right to designate the insurance agent you must use to assist you in obtaining the required insurance and the required coverage minimums. We may also, in the future, establish a company-owned package of insurance coverages in which you and all other Anderson Longevity® Clinic businesses must participate, and in this event you would pay insurance premiums to us.

8.6.2. Your insurance coverage must: (i) be maintained during the Initial Term, (ii) be obtained from a responsible, duly licensed carrier or carriers acceptable to us and having a rating of at least A with A.M. Best Company, (iii) must name us and our affiliates, and their respective officers, directors and employees, as an additional insured, and (iv) contain a waiver of the insurance company's right of subrogation against us. Currently you must maintain the following insurance:

(a) business interruption insurance covering a minimum of twelve (12) months of income, including coverage for our continuing fees, and with us named as a loss payee with respect to our continuing fees;

(b) commercial general liability insurance, which includes coverage (or separate policies) for products liability, bodily injury, and property damage with minimum limits of five hundred thousand dollars ($500,000) per occurrence and one million dollars ($1,000,000) annual aggregate;

(c) cyber security insurance, with minimum coverage limits of $1,000,000 annual aggregate;

(d) workers' compensation insurance with minimum employers' liability limits of one million dollars ($1,000,000) each accident, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Clinic's Franchised Location is located;

(e) umbrella liability insurance with minimum limits of one million dollars ($1,000,000) per occurrence and annual aggregate;

(f) medical professional liability insurance with minimum limits of five hundred thousand dollars ($500,000) per occurrence and one million dollars ($1,000,000) annual aggregate;

(g) property insurance providing coverage for direct physical loss or damage to real and personal property for all risk perils, including the perils of flood and earthquake, with minimum limits of two hundred thousand dollars ($200,000); and

(h) any insurance required by the terms of your lease, by applicable state and local laws and rules, or that we may require in the future.

8.6.3. In addition, you must arrange for the PC to obtain and maintain professional liability coverage with limits of at least one million dollars ($1,000,000) for each incident and three million dollars ($3,000,000) annually for itself and naming you and us as an additional insured.

8.6.4. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. The insurance policies must provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration. You must routinely furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and payment of premiums, including but not limited to, completed policy endorsements. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may obtain comparable insurance for you and the Franchised Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a ten percent (10%) administrative fee for our time incurred in obtaining the insurance.

8.7. Compliance with Brand Standards.

8.7.1. You acknowledge and agree that operating and maintaining the Franchised Business according to Brand Standards is essential to preserve the goodwill of the Marks, the System, all Anderson Longevity® Clinic businesses, and your Franchised Business and Clinic, and you agree at all times to operate and maintain the Franchised Business according to all of our Brand Standards. Although we retain the right to establish and periodically modify Brand Standards, you retain the right to and responsibility for the day-to-day management and operation of the Franchised Business and implementing and maintaining Brand Standards at the Franchised Business. If you fail to implement, maintain, and/or comply with Brand Standards, we may terminate your right to operate the Franchised Business, and/or take other actions to enforce the Brand Standards.

8.7.2. The following are examples, and by no means an exhaustive list, of recommended and mandatory Brand Standards we may regulate, in addition to the items described in Sections 8.1 through 8.6 above:

(a) all management and administrative services provided to the Clinic or otherwise used in connection with operating the Franchised Business;

(b) maintaining a competent, conscientious, trained staff in numbers sufficient to promptly service patients. You shall comply with all applicable employment and wage and hour laws and regulations. You are solely responsible for all employment decisions and functions of the Franchised Business including but not limited to, those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you receive advice from us on these subjects. You acknowledge and agree that all personnel decisions, including hiring, firing, disciplining, compensation, benefits, and scheduling, shall be made by you, without any influence or advice from us, and such decisions and actions shall not be, nor be deemed to be, a decision or action of us. Further, it is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason;

(c) sales, marketing, advertising, and promotional programs and materials and media used in these programs;

(d) use and display of the Marks at the Franchised Business and at the Clinic, and on signs, contracts, products and supplies;

(e) days and hours of operation, as set forth in the Operations Manual;

(f) participation in market research and testing and product and service development programs as well as participation in, and dues assessed for, advisory councils;

(g) accepting credit and debit cards, other payment systems, and check verification services;

(h) participation in, and compliance with, private and government-sponsored insurance and reimbursement programs;

(i) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and providing us copies of tax returns and other operating and financial information concerning the Franchised Business;

(j) submitting to us all press releases relating to the Clinic for our prior written approval;

(k) minimum and maximum rates for the products and services you are permitted to advertise and/or offer at the Clinic (subject to applicable law);

(l) membership reciprocity and reconciliation policies and procedures between your Franchised Business and other Anderson Longevity® Clinic businesses (as described more fully in Sections 8.10 and 8.11 below); and

(m) any other aspects of operating and maintaining the Franchised Business that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks, System, other Anderson Longevity® Clinic businesses, and your Franchised Business and Clinic.

8.7.3. You acknowledge and agree that as part of the Brand Standards, we have the right to designate products as mandatory or optional for use in connection with the operation of the Franchised

Business, and that you obtain such products only from suppliers that we approve or designate. You agree that Brand Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing, are part of this Agreement as if fully set forth within its text. All references to this Agreement include all Brand Standards as periodically modified.

8.7.4. Not including any monetary defaults, we may charge you our then-current non-compliance fee ("**Non-Compliance Fee**"), as set forth in the Operations Manual or otherwise, in the event you fail to fully comply with any of our then-required Brand Standards. The Non-Compliance Fees are in addition to all other rights or remedies available to us under this Agreement or applicable law.

8.8. Modification of Brand Standards. We may periodically modify Brand Standards, and these modifications may obligate you to invest additional capital in the Franchised Business and/or incur higher operating costs. You agree to implement any changes in Brand Standards within the time period we request, whether they involve refurbishing or remodeling the Franchised Location or any other aspect of the Franchised Business, buying new Operating Assets, adding new services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

8.9. Power of Attorney for Internet, Telephone and Other Listings. Upon the execution of this Agreement or at any time thereafter, you must, at our option, execute such forms and documents as we deem necessary, including the agreements attached hereto as Exhibit H, to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to us only upon the termination or expiration of this Agreement: (i) all rights to the telephone numbers of the Franchised Business and any related and other business listings; and (ii) Internet listings, domain names, Internet or social media Accounts, advertising on the Internet or World Wide Web, Websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any Website, social media account, or listing on the Internet or World Wide Web without our express written consent, and we may withhold our consent without reason.

8.10. Participation in Special Programs. We reserve the right to establish and maintain, and you agree to, at your expense, fully participate in and honor all, (a) designated, sponsored, and approved loyalty benefit programs we establish or modify as set forth in the Operations Manual or otherwise in writing (collectively, the "**Special Programs**"), and (b) "patient satisfaction" quality control, patient satisfaction surveys, or any other quality control or evaluation programs with respect to Anderson Longevity® Clinics ("**Patient Satisfaction Program**"). You must participate in Special Programs and Patient Satisfaction Programs in accordance with our Brand Standards, subject to your compliance with all applicable federal, state, and local laws and regulations. If we establish such program(s), we may require you to pay for the costs and fees and such program(s).

SECTION 9
MARKETING

9.1. Marketing Contributions and Expenditures; Participation in Marketing.

9.1.1. You acknowledge and recognize the value of the System and Marks, the need to develop, enhance, and promote the System and Marks, and the need to advertise and market the System and Clinics. You also acknowledge and recognize the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, Franchised Businesses and Clinics. Therefore, you agree to: (a) contribute to the Brand Marketing Fund, (b) make local advertising and marketing expenditures, and (c) join and make contributions to a Cooperative, if and when established.

9.1.2. We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Anderson Longevity® Clinic businesses. You shall participate in all such advertising and sales promotion programs in accordance with the terms

and conditions established by us for each program. In all aspects of these programs, including but not limited to, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you.

9.1.3. We may, from time to time, incorporate into the System programs, products, or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Marks and which your Franchised Business, along with other Anderson Longevity® Clinic businesses, will be required to offer and sell. This activity, referred to as cobranding, may involve changes to the Marks and may require you to make modifications to your Franchised Location and the furniture, fixtures, equipment, signs and trade dress of your Franchised Business. If you receive written notice that we are instituting a cobranding program, you agree promptly to implement that program at your Franchised Business at the earliest commercially reasonable time and to execute any and all instruments required to do so. Under no circumstance will any cobranding program increase your Royalty Fees, Brand Marketing Fee or Local Marketing Fee under this Agreement.

9.2. Brand Marketing Fund.

9.2.1. The image held by the public, patients, and employees of the Anderson Longevity® Clinic brand, Marks, and your Franchised Business and Clinic is important to the System and the Marks. We reserve the right to establish a Brand Marketing Fund for the enhancement and protection of the Anderson Longevity® Clinic brand and Marks, and for the advertising, marketing, and public relations programs and materials.

9.2.2. The Brand Marketing Fund, all contributions thereto, and any earnings thereon, shall be used exclusively (except as otherwise provided in this Section 9.2), in our sole discretion, to meet any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including but not limited to, the costs of preparing and/or conducting: media advertising campaigns; social media campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; brand research and development; developing and hosting marketing, brand development and enhancement, and patient engagement seminars for Anderson Longevity® Clinic businesses; purchasing promotional items; developing new or modified trade dress and marks; point-of-purchase (POP) materials; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and patient satisfaction surveys; developing and implementing membership, loyalty and gift card programs; patient retention programs; patient surveys and brand standard compliance programs; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more Websites devoted to the System, the Proprietary Marks and/or the Anderson Longevity® Clinic brand; and providing promotional and other marketing materials and services to the Clinics operated under the System. The Brand Marketing Fund may also be used to provide rebates or reimbursements to Anderson Longevity® Clinic businesses for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we shall have the right to determine will promote general public awareness and favorable support for the System. We may develop advertising materials and programs in-house, or we may engage a third-party advertising agency.

9.2.3. We will account for the Brand Marketing Fund separately from our other funds and monies and not use the Brand Marketing Fund for any of our general operating expenses. However, we may use the Brand Marketing Fund to pay administrative costs of the Brand Marketing Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the

Brand Marketing Fund, and we may use the Brand Marketing Fund to pay the reasonable salaries and benefits of personnel (including our personnel) who manage and administer the Brand Marketing Fund. We may use the Brand Marketing Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Marketing Fund business, meeting costs, overhead concerning Brand Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Marketing Fund and its programs. We may use money from the Brand Marketing Fund for collecting the Brand Marketing Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Brand Marketing Fee). If we use a portion of the Brand Marketing Fund toward the cost to develop and maintain one or more Websites, any of them may have a section relating to our franchise opportunity, and all advertising and promotional materials may reflect the availability of Anderson Longevity® Clinic businesses. Otherwise, we do not use Brand Marketing Fund monies for advertising that is principally a solicitation for the sale of franchises.

9.2.4. The Brand Marketing Fund will not be our asset. Although the Brand Marketing Fund is not a trust, we will hold all Brand Marketing Fund contributions for the benefit of the System, the Anderson Longevity® Clinic brand, and the contributors, and use contributions only for the purposes described in this Section 9.2. We do not owe any fiduciary obligation to you for administering the Brand Marketing Fund or any other reason. The Brand Marketing Fund may spend in any fiscal year more or less than the total Brand Marketing Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Marketing Fund contributions to pay costs before using the Brand Marketing Fund's other assets.

9.2.5. We may prepare an annual, unaudited statement of Brand Marketing Fund collections and expenses. If we do so, the statement is available for your review upon written request, one hundred twenty (120) days after our fiscal year end. We may, but are not required to, have the Brand Marketing Fund audited annually, at the Brand Marketing Fund's expense, by an independent certified public accountant, but we are not required to do so. We may incorporate the Brand Marketing Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section.

9.2.6. Although we may use the Brand Marketing Fund, or portions of the monies in the Brand Marketing Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Anderson Longevity® Clinic businesses, we cannot and do not represent or ensure that Brand Marketing Fund expenditures will be made in or affect any specific geographic area, or will be proportionate or equivalent to Brand Marketing Fund contributions by Anderson Longevity® Clinic businesses operating in that geographic area. We do not guarantee or assure that any Anderson Longevity® Clinic business will benefit directly or in proportion to its Brand Marketing Fund contribution from the brand enhancement activities of the Brand Marketing Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

9.2.7. We have the right to use collection agents and institute legal proceedings to collect Brand Marketing Fund contributions at the Brand Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Brand Marketing Fund. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Marketing Fund.

9.2.8. Although the Brand Marketing Fund is intended to be perpetual, we may terminate the Brand Marketing Fund at any time.

9.2.9. The Brand Marketing Fund will not be terminated until all monies in the Brand Marketing Fund have been spent in the manner as described in this Section 9.2. If we terminate the Brand Marketing Fund, we have the right to reinstate it at any time and you must again contribute to the Brand Marketing Fund. Any reinstated Brand Marketing Fund will be maintained as described herein.

9.3. Local Marketing.

9.3.1. Beginning the date you open the Franchised Business or the Clinic, whichever is first, you must spend each month, on approved local marketing and promotion of your Franchised Business and Clinic, the greater of: (a) 4% of Gross Revenues; and (b) four thousand dollars ($4,000) (the "**Local Marketing Fee**"). If you open the Franchised Business or Clinic in the middle of a calendar quarter, you will spend the pro-rated amount measured from the date you opened the Franchised Business or Clinic until the end of the applicable calendar quarter. We may, at any time, require you to pay to us the Local Marketing Fee, and you must pay to us the Local Marketing Fee on the Payment Date in the same manner as the Brand Marketing Fee or as we otherwise specify in writing. If we require you to pay to us the Local Marketing Fee, we will deposit the Local Marketing Fee into the Brand Marketing Fund to be spent on local marketing and promotional activities in, around, near or attempting to target your Territory, including marketing and promotional activities on the Internet.

We may instead require you to pay all or part of the Local Marketing Fee to our designated vendor. A Local Marketing Fee will be due for each Clinic you operate. The Local Marketing Fee is used to provide or procure local marketing services and associated overhead operating costs and expenses we incur. We may use your Local Marketing Fee for local marketing both within and outside of your Exclusive Territory.

If we assign our right to provide local marketing and collect any portion of the Local Marketing Fee to any third party ("**LM Vendor**"), subject to applicable laws concerning the protection of patient and Clinic records and the medical professional–patient relationship, we will have independent access to the LM Vendor's records to audit your use of the Marks and any other purpose. There are no contractual limitations on our right to access this information. We reserve the right to designate or change LM Vendors; bring such services in-house; suspend (and then reinstate) or terminate (and then reinstate) the local marketing program at any time and implement an alternative marketing program or make any other changes we deem appropriate after giving you at least 60 days' written notice.

If we do not require you to pay us the Local Marketing Fee, then within 30 days of our request, you must provide us with proof of your local marketing expenditures. If the report demonstrates you failed to spend the required amount on approved local marketing and promotional activities, you must deposit with us the difference between what you did spend and the minimum required amount to be deposited in the Brand Marketing Fund.

9.3.2. You must not advertise or use our Marks in any fashion on the internet, social media, world wide web, or via other means of advertising without our express written consent.

9.3.3. If you fail to satisfy the Minimum Gross Revenue Requirement for any Operations Year, we may require you to spend an additional amount per month towards the Local Marketing Fee, equal to the greater of: (1) 1% of Gross Revenues or (2) one thousand dollars ($1,000) (in addition to any other rights we may exercise in connection with your failure to satisfy the Minimum Gross Revenue Requirement).

9.4. Cooperative Marketing. We may, in our discretion, create a local or regional marketing cooperative ("**Cooperative**") in any area, or we may approve the creation of such a Cooperative by Anderson Longevity® Clinic businesses, and establish the rules and regulations therefor. Immediately upon our request, you must become a member of the Cooperative for the area in which some or all of your Territory is located. In no event may the Franchised Business be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions thereto in an amount as agreed upon by the Cooperative members or as we may prescribe, not to exceed the greater of: (1) 4% of Gross Revenues; or (2) four thousand dollars ($4,000). You shall contribute such amounts at the times and in the manner as determined by majority vote of the Cooperative members. Any funds contributed to a Cooperative will be credited towards your Local Marketing Fee; provided, however, that if your contributions to a Cooperative are less than your Local

Marketing Fee, you shall nevertheless spend the difference locally. The following provisions apply to each Cooperative:

9.4.1. Each Cooperative shall be organized (including but not limited to bylaws and other organic documents) and governed in a form and manner, and shall commence operations on a date, approved in advance by us in writing. Unless otherwise specified by us, the activities carried on by each Cooperative shall be decided by a majority vote of its members. Any Anderson Longevity® Clinic businesses that we or our affiliate operate in the region shall have the same voting rights as those owned by Anderson Longevity® Clinic franchisees, and each will be entitled to cast one (1) vote;

9.4.2. the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in local marketing within the Cooperative's area;

9.4.3. without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to us in accordance with the Manual;

9.4.4. the Cooperative may require its members to periodically contribute to it in such amounts as it determines, subject to the maximum set forth above. Clinics owned and operated by us or our affiliates that are members of the Cooperative shall contribute to the Cooperative in the same amount as other members;

9.4.5. You shall submit your required contribution to the Cooperative at the time required under Section 3.2 above, together with such statements or reports as may be required by us or by the Cooperative with our prior written approval. If we request in writing, you shall submit your payments and reports to the Cooperative directly to us for distribution to the Cooperative.

9.4.6. Although once established each Cooperative is intended to be for a perpetual duration, we maintain the right to terminate any Cooperative. A Cooperative will not be terminated, however, until all monies in that Cooperative have been expended for marketing and/or promotional purposes.

9.5. Approvals.

9.5.1. Any marketing that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding three (3) month period must be submitted to us for our review no later than thirty (30) business days before you intend to use it or the deadline for running the advertisement. Unless we provide our disapproval of the proposed materials within fifteen (15) business days after we have received them, the materials are deemed approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

9.5.2. We reserve the right to require you to include certain language in your local marketing and/or Cooperative marketing, such as "Franchises Available" and our website address and phone number.

9.6. Websites.

9.6.1. We alone may establish, maintain, modify or discontinue all internet, world wide web, and electronic commerce activities pertaining to the System. We have established one or more Websites accessible through one or more uniform resource locators ("**URLs**") and we may design and provide for the benefit of your Clinic a click through subpage at our Website for the promotion of your Clinic or we may design and provide a standalone landing page for your use at our sole discretion. If we establish one or more Websites, or other modes of electronic commerce and if we provide a click through subpage at the website(s) for the promotion of your Clinic, we may require you to provide us or our designated vendor with updated copies, photographs, and news stories about your Franchised Business and Clinic in accordance with our standards and specifications as set forth in the Operations Manual or otherwise in writing. We reserve the right to specify the content, frequency, and procedure you must follow for updating

your click through subpage, and to require you to use designated or approved suppliers for the establishment, use, maintenance, and/or updating such click through subpage.

9.6.2. Any Websites or other modes of electronic commerce that we establish or maintain may, in addition to, but without limitation, advertising and promoting the products, programs or services available at Anderson Longevity® Clinic Clinics, be used by us to exploit the electronic commerce rights which we alone reserve.

9.6.3. You are prohibited from promoting, advertising, marketing, or otherwise an online presence for your Clinic in any manner on any Websites without our prior written consent. We may require you to establish and maintain social media pages or profiles, which may include, without limitation, Facebook, X, LinkedIn, YouTube, Instagram, Yelp, Google Business, or any other social media and/or networking site we designate. You must comply with our Brand Standards regarding the establishment, use, appearance, maintenance, and updating of social media pages and profiles. We reserve the right to require you to use designated or approved suppliers for the establishment, use, maintenance, and/or updating of such social media pages or profiles. We reserve the right to conduct collective or national campaigns via local social media on your behalf.

9.6.4. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we or you establish and maintain that uses the Marks, including any and all material you may furnish to us for your click through subpage.

SECTION 10
RECORDS, REPORTS AND FINANCIAL STATEMENTS

10.1. Reports.

10.1.1. You must establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe, and you must use the accounting software we determine in the Operations Manual to establish and maintain such bookkeeping, accounting and recordkeeping system, which may be accessible to us at all time in accordance with Section 2.4.4 above. We require you to use a Computer System to maintain certain sales data and other information. You must also employ a certified public accountant to assist you in maintaining these bookkeeping, accounting, and financial reporting obligations.

10.1.2. You agree to prepare and provide the following to us in the manner and format that we prescribe:

(a) in addition to the weekly Revenue Report required by Section 3.2, a monthly operating report, income statement, and balance sheet;

(b) quarterly profit and loss statement for the Franchised Business as of the end of the prior calendar quarter;

(c) not later than April 15th of each year, the operating statements, financial statements, and other information we request regarding you and the Franchised Business covering the previous calendar year; and

(d) within ten (10) calendar days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, point of sale records, records, books, and other information we periodically require relating to the Franchised Business and the Owners.

10.1.3. You agree to verify and sign each report and financial statement that we require, as we designate in the Operations Manual or otherwise in writing. We may disclose data derived from these reports. You understand and agree that we may use the data derived from these reports with identifying information for use within the System as further described in the Operations Manual; *provided*, we will not,

without obtaining your prior consent (unless required by law), disclose your identity in any materials that we circulate publicly.

10.2. Default in Reporting Obligation. If you have been in default of any financial or reporting obligation under this Agreement, more than two (2) times during the Initial Term, we reserve the right to require that you prepare, and provide us, audited financial statements on an annual basis. In addition, you must provide us with audited financial statements in the event you prepare them for any other purpose.

10.3. Books and Records. You must preserve and maintain all records in a secure location at the Franchised Location of the Franchised Business, and in any other method or medium we prescribe, which may include digital or cloud-based data storage, for at least seven (7) years or otherwise required by law (including, but not limited to, billings, purchase orders, invoices, payroll records, patient lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers).

SECTION 11
INSPECTIONS AND AUDITS

11.1. Our Right to Inspect the Franchised Business. We and our designated agents or representatives may at any time and without prior notice to you: (a) inspect and observe the operation of the Franchised Business; (b) interview the Franchised Business's personnel; and (c) inspect and copy any books, records, and documents relating to the Franchised Business's operation. You agree to cooperate with us fully. If we exercise any of these rights, we will not interfere with the Franchised Business's operation.

11.2. Our Right to Audit. We may, with ten (10) days' notice, examine the business, bookkeeping, and accounting records, sales and income tax records and returns, and other records of the Franchised Business. You agree to cooperate fully with us, our representatives, accountants, auditors, representatives, and/or contractors in any examination. We may conduct our audit or examination at our location or the location of our representative, accountant, auditor, or contractor. If any examination discloses an understatement of the any amount owed to us, you agree to pay us, within ten (10) days after receiving the examination report, the understated amounts plus interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of any fees you are required to pay to us under this Franchise Agreement or any other agreement between you and us, then: (a) you agree to reimburse us for the costs of the examination, including but not limited to, the charges of attorneys and independent accountants, and the travel expenses, room and board, and compensation of our employees; and (b) we may require you to provide us with periodic audited statements. These remedies are in addition to any other remedies and rights provided us under this Agreement and applicable law.

11.3. Correction of Errors. You understand and agree that our receipt or acceptance of any of the statements furnished or royalties or other fees paid to us (or the cashing of any checks or processing of any EFTs) will not preclude us from questioning the correctness thereof at any time or constitute any waiver of rights. In the event we discover any inconsistencies or mistakes in such statements or payments, you must immediately make any appropriate payment to us, our affiliate, or our designated suppliers.

11.4. Authorization of Us. You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Franchised Business. You authorize us to disclose data from your reports, if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

SECTION 12
TRANSFER

12.1. Transfer by Us.

12.1.1. We have the right to assign this Agreement and any or all of our attendant rights and privileges to any person, firm, corporation or other entity, without prior notice to you, and we do not need your consent or approval to do so.

12.1.2. Further, with regard to any or all of the sales, assignments and dispositions described in Section 12.1.1, you expressly and specifically waive any claims, demands, or damages arising from or related to the loss of the Marks (or any variation thereof) and/or the loss of association with or identification of Anderson Longevity® Clinic. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

12.2. Transfer by You. You understand and acknowledge that the rights and duties this Agreement creates are personal to you and that we have granted you the right to develop and operate the Franchised Business in reliance upon our perceptions of your individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Any transfer without our approval is a breach of this Agreement and it will be null and void and have no effect.

12.2.1. You (and your Owners) will not transfer (whether voluntary or involuntary), assign, dispose of, oblige, or otherwise encumber, in one or more transactions, your business, the Franchised Business, substantially all or all of the assets of the Franchised Business, this Agreement, or any controlling interest in you, unless you obtain our prior written consent. For purposes of this Section 12, "**controlling interest**" includes, among other things, a proposed transfer of fifty percent (50%) or more of the common (voting) stock in a corporation, or of the ownership interest in a limited liability company or partnership, not including a transfer to existing Owners, or the transfer of equity interests, in one or more transactions, such that the actual control or ability to control you has been transferred to a person or entity not previously owning or holding the right to exercise control. You must comply with any or all of the following conditions which we may, in our discretion, deem necessary:

(a) The transferee is approved by us and demonstrates to our satisfaction that he/she meets our then-current standards for new Anderson Longevity® Clinic businesses, and possesses sufficient business experience, aptitude, and financial resources to operate the Franchised Business;

(b) You have paid all Royalty Fees, Brand Marketing Fees, and other amounts owed to us and third party vendors (other than amounts payable to third party vendors that are the subject of a good faith dispute with such vendor), have submitted all required reports and statements, and are not in violation of this Agreement at the time of transfer;

(c) You have corrected any existing deficiencies of the Franchised Business of which we have notified you in writing or by electronic communications;

(d) The transferee will upgrade and refurbish the Franchised Business in accordance with our then-current requirements and specifications for Franchised Businesses and Clinics within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(e) Neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(f) All required personnel of the transferee satisfactorily complete our training program;

(g) Your landlord allows you to transfer the lease or sublease the Franchised Location to the transferee;

(h) The transferor agrees to remain liable for all of the obligations to us in connection with the Franchised Business incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;

(i) The transferee must sign our then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from those contained in this Agreement, provided, however, that the term of the new franchise agreement signed will be the remaining amount of time left in the Initial Term;

(j) The transferee must, if required under applicable law, execute a new Management Agreement with the PC (or a new PC for the Clinic, if applicable), which Management Agreement shall be subject to our prior approval and our then-current form of Management Agreement Addendum;

(k) If the transferee is an existing Anderson Longevity® Clinic franchisee, then you pay us a transfer fee equal to fifty percent (50%) of our then-current Initial Franchise Fee. If the transferee is a new Anderson Longevity® Clinic franchisee, then you pay us a transfer fee equal to seventy-five percent (75%) of our then-current Initial Franchise Fee. You must pay the applicable transfer fee at the time you submit your request to us for consideration of the proposed transfer, and such amount shall be non-refundable;

(l) You (and your transferring Owners) sign a general release, in a form satisfactory to us, of any and all claims against us, our affiliates, and our and their members, officers, directors, employees, and agents;

(m) If you finance any part of the purchase price, you agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay Royalty Fees, Brand Marketing Fees, and other amounts due to us and third-party vendors and otherwise to comply with this Agreement;

(n) You (and your transferring Owners) will not, for two (2) years beginning on the effective date of the transfer, engage in any of the activities prescribed in Section 15.4;

(o) You (and your transferring Owners) will not directly or indirectly at any time or in any manner (except as we may otherwise approve, and except with respect to other Clinics you may own and manage or as required by law, or as necessary to accurately respond to any inquiry regarding your business operations prior to the expiration or termination) identify yourself or any business as a current or former Clinic or as a Anderson Longevity® Clinic franchisee; use any Mark, any colorable imitation of a Mark, or other indicia of a Clinic in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us;

(p) The transferee must enter into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and

(q) If the transferee is an entity, the transferee's shareholders, partners or other investors, as applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements.

12.2.2. If the transfer involves less than a controlling interest in you (taking into account any prior changes of ownership or transfers), or if the transfer is between existing Owners for any percentage

ownership in you, you must obtain our prior written consent, provided you comply with any or all of the following conditions which we may deem necessary:

(a) You provide us with 30 days' advance written notice of the transfer;

(b) You pay us a reduced transfer fee of one thousand five hundred dollars ($1,500). You must pay the applicable transfer fee at the time you submit your request to us for consideration of the proposed transfer, and such amount shall be non-refundable;

(c) Any new Owner signs a personal guaranty in the form we designate; and

(d) You provide us with such other information relating to the transfer as we request.

12.2.3. You must submit a written request to us for any proposed transfer under this Agreement. If you are in full compliance with this Agreement, including our policies and Brand Standards, then we will not unreasonably withhold our consent to a transfer that meets all of the requirements in this Section.

12.2.4. We may review all information regarding the Franchised Business that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or that we have made regarding the Franchised Business.

12.2.5. You are prohibited from granting a security interest in the Franchised Business or in any of your assets without our prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required to agree that in the event of any default by you under any documents related to the security interest, we will have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

12.2.6. You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

12.3. Transfer to a Wholly Owned Corporation or Limited Liability Company.

12.3.1. In the event you are comprised of one or more individuals and you desire to transfer your interests herein to an Entity formed by you solely for the convenience of ownership, you must submit a written request and obtain our prior written consent of such transfer, which consent shall be granted if:

(a) You are the Owner of all the voting stock of the corporation or all of the membership interests, as applicable, or, if you comprise more than one individual, each such individual shall have the same proportionate ownership interest in the Entity as it held in Franchised Business prior to the contemplated transfer;

(b) Appropriate forms of corporate resolutions, minutes and/or consents, which have been duly adopted, are furnished to us prior to the transfer; and

(c) You execute any documents we require to evidence such transfer, including but not limited to, our form of Transfer to a Corporation or Limited Liability Company, attached hereto as Exhibit H.

12.3.2. A transfer under this Section 12.3 may only occur once without payment of a transfer fee, and is not subject to our right of first refusal as described in Section 12.6. You will remain liable under this Agreement as if the transfer to the Entity did not occur.

12.4. Your Death or Disability.

12.4.1. Upon your, or the Operating Principal's, death or Disability, your, or the Operating Principal's, executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Operating Principal's ownership interest in you, to a third party (which may be your, or the Operating Principal's, heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed twelve (12) months from the date of death or Disability

and will subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Operating Principal's ownership interest in you within this time period is a breach of this Agreement.

12.4.2. Upon your or the Operating Principal's death or Disability, your, or the Operating Principal's, executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed thirty (30) days from the date of death or Disability, appoint a manager to assume your or the Operating Principal's obligations under this Agreement. The manager, at your estate's expense, must complete our standard training program. A new Operating Principal acceptable to us also must be appointed for the Franchised Business, and that new Operating Principal must complete our standard training program within ninety (90) days after the date of death or Disability.

12.5. Our Right of First Refusal.

12.5.1. If you or any Owner desires to accept any *bona fide* offer from a third party to purchase you, all or substantially all of your material assets, or a direct or indirect majority interest in you, you or such Owner shall promptly notify us of such offer and must provide such information and documentation relating to the offer as we may require. We have the right, exercisable within thirty (30) days after receipt of notice, to send written notice to you that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. We may assign our right of first refusal to someone else either before or after we exercise it. If we elect to purchase the seller's interest, the closing on such purchase shall occur within ninety (90) days from the date of notice to the seller of the election to purchase by us. If we cannot reasonably be expected to furnish the same consideration as the third party, then we may substitute the reasonable equivalent in cash. If the parties cannot agree within 30 days on the reasonable equivalent in cash, we will designate, at our expense, an independent appraiser and the appraiser's determination will be final.

12.5.2. Any material change in the terms of the *bone fide* offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. Our failure to exercise the option afforded by this Section 12.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 12, with respect to a proposed transfer, or a waiver of any subsequent offer.

12.5.3. If a transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred and we may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within 30 days after our notice to the transferor of the appraiser's determination of fair market value.

12.5.4. Our right of first refusal will not apply with regard to a transfer under Section 12.4 or a transfer to your parents, spouse, son, daughter, or mother or father in-law (including transfers to your parents, spouse, son, daughter, or mother or father in-law as a result of death or incapacity as described in Section 12.5).

12.5.5. If we elect not to exercise our rights under this Section, you must complete the transfer within sixty (60) calendar days of our election not to exercise our rights (or such longer period as applicable law may require) and you must comply with Sections 12.2 above.

12.6. Effect of Consent to Transfer. Our consent to a transfer of this Agreement and the Franchised Business, or any interest in you, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Franchised Business's or transferee's prospects of success, or a waiver of any claims we have against you or of our right to demand the transferee's full compliance with this Agreement.

SECTION 13
TERM OF THIS AGREEMENT; RENEWAL

13.1. Initial Term. As stated in the "**Definitions**" above, the Initial Term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated as provided in this Agreement.

13.2. Renewal. When the Initial Term of this Agreement expires, you will have the option to continue the Franchised Business granted hereunder us for three (3) additional consecutive successor terms of five (5) years each. We may require you to satisfy any or all of the following as a condition of continuing the franchise relationship with us for each successor term:

13.2.1. You have given us written notice of such election to renew not less than one hundred eighty (180) days, nor more than two hundred seventy (270) days before this Agreement expires;

13.2.2. You are not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and us, and have substantially complied with all the terms and conditions of such agreements during the terms thereof;

13.2.3. You have satisfied all monetary obligations owed by you to us and have timely met these obligations throughout the term of this Agreement;

13.2.4. You execute our then-current form of franchise agreement ("**Successor Franchise Agreement**"), which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms from this Agreement;

13.2.5. You sign a general release, in the form we require, of any and all claims against us, our parent, and ours and their respective members, shareholders, officers, directors, agents and employees;

13.2.6. You comply with our then-current qualification and training requirements;

13.2.7. You maintain your right to use the Franchised Location or secure substitute premises we approve, *provided* you will pay to us two thousand dollars ($2,000) immediately following our acceptance to provide lease assistance (the "**Lease Assistance Fee**") if (a) you request our assistance in working with your landlord to renew the lease or in working with another landlord in securing substitute premises that we approve, and (b) we agree to provide such assistance;

13.2.8. You make such modifications and improvements to the Franchised Business to bring it into compliance with applicable Brand Standards for new Clinics;

13.2.9. You pay to us a successor fee equal to ten percent (10%) of our then-current Initial Franchise Fee;

13.2.10. You maintain the Management Agreement with the PC, or enter into a new Management Agreement with a replacement PC, which Management Agreement and replacement PC (if applicable) shall be subject to our prior approval; and

13.2.11. As part of the process of executing the Successor Franchise Agreement, we reserve the right to re-evaluate your then-existing Territory according to certain demographics, including population. Since your Territory includes a certain minimum population, your Territory under the Successor Franchise Agreement may be modified to accommodate changes in population. Our intent is to make the target demographics of your successor Territory similar to the target demographics of then-current new franchises being granted. A re-evaluation of your Territory may result in your successor Territory being smaller or larger than your original Territory. We cannot guarantee that you will achieve any particular level of success with the successor Territory or that your results will be the same as or similar to your results from operating in the original Territory. This is applicable only if your Territory includes a minimum population, as described above.

13.3. Refusal to Execute Successor Franchise Agreement. We can refuse to execute any Successor Franchise Agreement with you if we are no longer offering Anderson Longevity® Clinic franchises or if your lease, sublease or other document by which you have the right to occupy the Franchised Location is not extended before your successor term is to take effect to cover the period of the successor term or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the successor term. We may also refuse to execute any Successor Franchise Agreement with you under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure of any defaults incurred during the Initial Term, if applicable.

13.4. Renewal Under Law. Even though we may decline to grant you a successor term for the Franchised Business, it is possible that we can be required to do so under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the applicable law, rule, regulation, statute, ordinance or order, your successor term will be subject to the conditions of the then-current franchise agreement we are using for new Anderson Longevity® Clinic franchises at the time the successor period begins. If we are not then offering new Anderson Longevity® Clinic franchises, your successor period will be subject to the terms in the then-current franchise agreement that we indicate. If for any reason that is not allowed, the successor term will be governed by the terms of this Agreement and all references to Initial Term will apply to the successor term granted thereunder.

13.5. Your Election Not to Renew. For the purposes hereof, you shall be deemed to have irrevocably elected not to enter into a successor term for your Franchised Business (and the option to do so shall thereupon terminate) if you fail to provide notice of intent to renew per Section 13.2 above.

SECTION 14
TERMINATION OF AGREEMENT

14.1. Automatic Termination. You shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you for any of the following defaults:

14.1.1. You become insolvent or make a general assignment for the benefit of creditors;

14.1.2. A petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you within thirty (30) days;

14.1.3. You are adjudicated as bankrupt or insolvent;

14.1.4. A bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you;

14.1.5. A receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

14.1.6. Proceedings for a composition with creditors under any state or federal law should be instituted by or against you;

14.1.7. A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless appealed or a bond is filed);

14.1.8. You are dissolved;

14.1.9. Execution is levied against your business or property;

14.1.10. Suit to foreclose any lien or mortgage against the Franchised Location or Operating Assets of the Franchised Business is instituted against you and not dismissed within thirty (30) days; or

14.1.11. The real or personal property of your Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

14.2. Termination Upon Notice Without Opportunity to Cure. You shall be deemed to be in default and we may terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the delivery of written notice to you by us, upon the occurrence of any of the following events:

14.2.1. you have made or make any material misrepresentation or omission in your application for, or in acquiring, the franchise rights or in operating the Franchised Business;

14.2.2. you make or attempt to make any transfer in violation of Section 12;

14.2.3. you fail to maintain any required licenses, permits, or certifications to open or operate the Franchised Business, or fail to comply with any federal, state, or local law or regulation, or you operate the Franchised Business in an unsafe manner, and you do not cure or commence to cure this failure within five (5) days after you receive notice;

14.2.4. you or any of your employees fail to meet the state and local certifications or other requirements for operation and/or employment in modern medical businesses, clinics, or centers, in a medical care management business, or the PC fails to meet state and local certifications or other requirements for the operation or employment of physicians and other professionals in a medical center, and you fail to cure this default within ten (10) days after you receive notice, or, alternatively, you fail to prohibit any such employees from working in the Franchised Business until the requirements are met;

14.2.5. you or your Operating Principal are or have been convicted of, or plead or have pleaded no contest to, a felony;

14.2.6. you engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Franchised Business's reputation or the goodwill associated with the Marks;

14.2.7. you knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

14.2.8. you interfere with our relationships with third parties and the ability to operate and/or grant franchises under our System;

14.2.9. you fail to maintain the insurance we require, or you fail to repay us for the insurance that we have paid on your behalf and you do not correct the failure within thirty (30) days after we deliver written notice of that failure to you;

14.2.10. you fail to pay us any amounts due and do not correct the failure within five (5) days after we deliver written notice of that failure to you, or immediately if payment has not been made within thirty (30) days of its due date;

14.2.11. you fail on three (3) or more separate occasions within any consecutive twelve (12) month period to comply with this Agreement for which we notified you of the failures, whether or not you correct the failures after our delivery of notice to you;

14.2.12. your assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you otherwise violate any such law, ordinance, or regulation;

14.2.13. you are in default of any other agreement with us, and you have failed to cure the default within the time period, if any, provided for such cure under such agreement(s);

14.2.14. you abandon or fail actively to operate the Franchised Business for three (3) or more consecutive business days, unless you close the Franchised Business for a purpose you received our prior written approval or due to casualty, *force majeure* or government order;

14.2.15. if any required trainee is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement trainee;

14.2.16. if you fail to locate the Franchised Location, construct the Franchised Business or open the Franchised Business within the timeframes required herein;

14.2.17. if a threat or danger to public health or safety results from the construction, maintenance or operation of the Franchised Business;

14.2.18. if you or any of your Owners fail to comply with the in-term covenants in Section 7 hereof or you fail to obtain execution of the covenants and related agreements required hereunder within thirty (30) days following notice from us;

14.2.19. if you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default;

14.2.20. any license or permit you are required to maintain for the operation of the Franchised Business is revoked; or

14.2.21. the Management Agreement you have entered into with the PC is terminated and you have failed to enter into a new Management Agreement with a replacement PC within the timeframe required in Section 1.2.

14.3. Termination with Opportunity to Cure. Except as otherwise provided in Sections 14.1 and 14.2 above, any other default by you of your obligations hereunder, including those identified below, upon written notice from us, you will have thirty (30) days to cure such default. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. The following is a non-exclusive list of illustrative events of default for which you may have an opportunity to cure the default to avoid termination:

14.3.1. you make any unauthorized use of the proprietary software;

14.3.2. you fail to operate the Franchised Business during the days and hours specified in the Operations Manual without our prior approval, which we will not unreasonably withhold;

14.3.3. you fail to operate the Franchised Business from the Franchised Location or any substitute premises approved by us;

14.3.4. you fail to pay when due any federal or state income, service, sales, or other taxes due on the Franchised Business's operation, unless you are in good faith contesting your liability for these taxes;

14.3.5. you fail to promptly pay your suppliers, including any of our affiliates, when such payments are due, except in connection with a good faith dispute that you have with third-party suppliers;

14.3.6. you fail to have the Franchised Business managed on a full-time basis by you or your Operating Principal; or

14.3.7. you fail to comply with any other provision of this Agreement, the Operations Manual, or any Brand Standard.

14.4. Extended Notice of Termination. If any local or state law where the Franchised Location is located is applicable to this Section 14, or Section 13 above, which requires a longer notice period prior to termination of this Agreement, or prior to a refusal to renew the franchise agreement then is specified in this Agreement, a different standard of good cause, or the taking of some other action not required under this Agreement, the prior notice, good cause standard, and/or other action required by such law will be substituted for the comparable provisions in this Agreement.

14.5. Remedies Other Than Termination. If you commit any act, or any other event occurs, which constitutes grounds for termination of this Agreement by us under any provision of this Agreement, we may instead (a) charge you a Non-Compliance Fee, (b) elect to reduce your Territory, and/or (c) terminate

your territorial protection. Such actions will take effect immediately upon written notice to you by us. Our election of any of these remedies will not preclude us from invoking our right to terminate if the act or event constituting grounds for termination continues to exist.

14.6. Our Right to Discontinue Services to You. If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Section 14, we have the right to suspend our performance of any of our obligations under this Agreement including but not limited to, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your click though subpage on our Website, until such time as you correct the breach.

SECTION 15
OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THE AGREEMENT

15.1. Payment of Amounts Owed to Us. You agree to pay us, within ten (10) days after this Agreement expires or is terminated, the Royalty Fees, Brand Marketing Fees, interest, and all other amounts owed to us which then are unpaid.

15.2. Marks; De-Identification; Assets. When this Agreement expires or is terminated:

15.2.1. you may not directly or indirectly at any time or in any manner (except as we may otherwise approve, and except with respect to other Franchised Businesses and Clinics you own and/or manage or as required by law, or as necessary to accurately respond to any inquiry, or as required by law, regarding your business operations prior to the expiration or termination) identify yourself or any business as a current or former Anderson Longevity® Clinic franchisee or Clinic or as one of our current or former Anderson Longevity® Clinic franchisee; use any Mark, any colorable imitation of a Mark, or other indicia of a Anderson Longevity® Clinic franchisee or Clinic in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

15.2.2. you will immediately take the actions required to cancel all fictitious or assumed names or equivalent registrations relating to your use of the Marks;

15.2.3. you will deliver to us within thirty (30) days all signage, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Anderson Longevity® Clinic business or Clinic that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Franchised Location and remove these items from the Franchised Business;

15.2.4. if we do not have or do not exercise an option to purchase the assets of the Franchised Business, you agree to promptly and at your own expense make the alterations we specify in the Operations Manual (or otherwise in writing) to distinguish the Franchised Location of the Clinic clearly from its former appearance and from other Anderson Longevity® Clinic businesses or Clinics in order to prevent public confusion;

15.2.5. you must immediately notify the telephone company, all telephone directory publishers, social media and other online listings (as necessary), and all domain name registries and internet service providers of the termination or expiration of your right to use any telephone, facsimile, URLs and domain names, or other numbers, names, and telephone directory listings associated with the Marks; to authorize the transfer of these numbers, names, directory listings, and social media pages and profiles to us or at our direction; and/or to instruct the telephone company, domain name registries, social medias pages and profiles, and Internet service providers to forward all calls, e-mails and electronic communications made to your names, numbers, or addresses to names, numbers, or addresses we specify. If you fail to do so, we may take whatever action and sign whatever documents as are necessary or appropriate on your behalf to affect these events;

15.2.6. you must provide to us, no later than thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations; and

15.2.7. you and your Owners shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, we incurred in connection with obtaining any remedy available to us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Section 15.

15.3. Confidential Information. You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise, and you must immediately return to us the list of all patients, all copies of the Operations Manual and any other confidential materials that we have given or loaned you. You will also return to us all documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of products and services, records, notebooks and similar repositories of or containing Confidential Information.

15.4. Covenant Not to Compete.

15.4.1. Upon termination or expiration of this Agreement you agree that, for two (2) years beginning on the later to occur of (i) the effective date of termination or expiration, or (ii) the date on which all persons restricted by this Section 15.4 begin to comply with this Section 15.4, or (iii) if litigation or other dispute resolution procedure is necessary to enforce this Agreement, the date of entry of an order by a court of competent jurisdiction enforcing this Agreement: you and your Immediate Family Members, for yourself, or through or on behalf of or in conjunction with any person, persons, partnership, corporation, limited liability company, or other entity, will not own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or perform services as a partner, director, manager, employee, consultant, contractor, representative, or agent in any Competitive Business, that is or may be located or operating:

(a) at the Franchised Location;

(b) within the Territory;

(c) within fifteen (15) miles of the border of the Territory; or

(d) within the territory, area, or market area of any other Anderson Longevity® Clinic business (whether owned by us or a Anderson Longevity® Clinic franchisee) or Clinic in operation or under construction on the latter of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Section begin to comply with this Section.

15.4.2. Equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 15.4. You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

15.5. Our Right to Purchase Certain Assets of the Franchised Business. Upon termination or expiration of this Agreement, we will have the right and option, but not the obligation, to purchase any and all of your assets from the Franchised Business at a purchase price equal to their fair market value. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We will have the right to inspect the Equipment at any time prior to or during this thirty (30) day period. If we elect to purchase any piece(s) of

Equipment, we will be entitled to, and you must provide, all customary warranties and representations relating to the equipment purchase, including but not limited to, representations and warranties as to the maintenance, function and condition of the equipment and your good title to the equipment (including that you own the equipment free and clear of any liens and encumbrances). If we and you cannot agree on fair market value, fair market value will be determined by three (3) independent accredited appraisers with experience in commercial real estate. You and we will each select one (1) appraiser, and one (1) additional appraiser will be selected by mutual agreement of the other two (2) appraisers. The appraisers will conduct an appraisal in accordance with this Section. You and we agree to select our respective appraisers within ten (10) business days after we notify you that we wish to exercise our purchase option. You and we will each pay the fees and expenses of the appraiser we and you choose, and you and we will share equally the third appraiser's fees and expenses. The appraisers must complete their appraisals within thirty (30) days after their appointment. The purchase price will be the average of the three (3) appraised values and closing of the purchase and sale of the assets we elect to purchase shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. If the two appraisers cannot agree on the third appraiser, one will be chosen by the American Arbitration Association.

15.6. Continuing Obligations. All of our and your obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

SECTION 16
RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

16.1. Independent Contractors.

16.1.1. The parties understand, acknowledge, and agree that you are an independent contractor. Neither you or we are the agent, legal representative, partner, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any reason. This Agreement does not reflect or create a fiduciary or other special relationship of or confidence between you and us. During the Initial Term, you must hold yourself out to the public, identify yourself at the Franchised Location of the Clinic, and represent yourself in all dealings with the PC and your employees, patients, lessors, suppliers, public officials, and any other third party as an independent contractor. You must place notices of your status as an independent contractor on signs, forms, stationery, advertising, and other materials as we may require in the Operations Manual.

16.1.2. You agree that you alone are to exercise day-to-day control over all operations, activities and elements of your Franchised Business, and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never claim otherwise, that the various restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

16.1.3. Any employees you hire will be your employees and will not, for any purpose, be deemed employees of us or our affiliates or subject to our or our affiliates' control, and you acknowledge and agree that we have no authority to hire, fire, promote, or demote or take any disciplinary action whatsoever against any of your employees. You expressly agree, and will never claim otherwise, that our authority under this Agreement to determine that certain of your employees are qualified to perform certain tasks for your Franchised Business does not directly or indirectly vest in us the power to influence the employment terms of any such employee. You hereby irrevocably affirm, attest and covenant your understanding that your

employees are employed exclusively by you and in no fashion are any such employee employed, jointly employed or co-employed by us.

16.2. No Liability for Acts of the Other Party. Neither you nor we will independently obligate the other to any third parties or represent any right to do so. We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than that of franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Franchised Business's operation or the business you conduct under this Agreement.

16.3. Indemnification.

16.3.1. You agree to indemnify, defend, and hold harmless the Indemnified Parties against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Franchised Business's operation and/or any operations of the Clinic you manage, the business you conduct under this Agreement, or your breach of this Agreement, unless the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court of competent jurisdiction.

16.3.2. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. We have the right to designate attorneys that you must retain to defend any claims subject to this indemnification provision. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

16.3.3. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

16.4. You Are Not Authorized. You understand and agree that nothing in this Agreement authorizes you or any of your Owners to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name or the Marks, and that we shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of you or any of your Owners or any claim or judgment arising therefrom.

SECTION 17
COMPLIANCE WITH LAWS; NOTIFICATION OF ACTION OR PROCEEDING

17.1. Compliance. You shall comply with all federal, state, and local laws, rules, and regulations, including but not limited to, employment, labor, and wage and hour laws; tax laws; local operating regulations; and health care, HIPPA (if applicable), medical establishment and medical supplies laws, regulations, licenses, rules, and certifications. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to the management of a medical practice, and must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including but not limited to, the HIPAA Rule (if applicable), government regulations relating to occupational hazards, health, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the staffing and management of medical practices or medical care business. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The Franchised

Business must in all dealings with its patients, the public, and us adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

17.2. Refrain from Injurious Acts. You agree to refrain from any business or advertising practice which may be injurious to the System and the goodwill associated with the Marks and other Anderson Longevity® Clinic businesses and Clinics.

17.3. Notification. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Franchised Business and of any notice of violation of any law, ordinance, or regulation relating to the Franchised Business.

SECTION 18
ENFORCEMENT

18.1. Severability and Substitution of Valid Provisions.

18.1.1. Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portion of this Agreement which will continue to have full force and effect and bind the parties.

18.1.2. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

18.1.3. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to renew your franchise agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Brand Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement and we may modify the invalid or unenforceable provision or Brand Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits.

18.2. Waiver of Obligations.

18.2.1. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

18.2.2. We and you will not waive or impair any right, power, or option this Agreement reserves (including but not limited to, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including any Brand Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Anderson Longevity® Clinic businesses and Clinics; the existence of franchise agreements for other Anderson Longevity® Clinic businesses which

contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

18.2.3. Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (a) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (b) natural disasters; (c) strikes, lockouts or other industrial disturbances, war, riot, acts of terrorism; or (d) other catastrophic forces beyond your or our control. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalty Fees or amounts due and owing to us afterward.

18.3. Costs and Attorneys' Fees. Whether or not we initiate a formal legal proceeding, you must reimburse us for all costs and expenses we incur, including reasonable accounting, attorneys' and related fees, when one or more of the following occur: (a) you fail to pay amounts owed to us when required under this Agreement and any other agreement between you and us, (b) you fail to submit to us any reports, information, or supporting records when required, or (c) you otherwise fail to comply with this Agreement.

18.4. Rights of Parties Are Cumulative. Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

18.5. Mediation. Except as otherwise provided in this Section 18.5, any controversy or claim arising between us must first be submitted to non-binding mediation administered by an established, neutral mediation service with experience in franchise disputes. In the event the parties cannot agree on a mediator within thirty (30) days of one party's written request to the other party to mediate a dispute, such party (the complainant, defined below) shall submit the dispute to, and any such mediation shall be conducted by JAMS in accordance with its then-current rules for mediation of commercial disputes. Both parties must sign a confidentiality agreement before participating in any mediation proceeding. The mediation will take place in the city where our principal offices are located at the time the demand for mediation is filed, or within a 50-mile radius of our principal office. The mediation shall be non-binding. Notwithstanding anything to the contrary, this Section 18.5 shall not bar either party from obtaining judicial or injunctive relief for claims that are based solely on demands for money owed, or from obtaining injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; this exception includes, without limitation, claims involving the Marks.

18.5.1. The non-binding mediation provided for hereunder shall be commenced by the party requesting mediation (the "**Complainant**") providing written notice of the request for mediation (the "**Request**") to the party with whom mediation is sought (the "**Respondent**"). The request shall specify with reasonable particularity the matter or matters on which mediation is sought.

18.5.2. Non-binding mediation commenced hereunder shall be concluded within sixty (60) days of the issuance of the request or such longer period as may be agreed upon by the parties in writing. Except as required by law, all aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator or mediation service.

18.6. Arbitration.

18.6.1. Claims Subject to Arbitration. Subject to Section 18.6.2, the parties agree that all controversies, claims, or disputes between you and us arising out of or relating to the following (each, an "**Arbitrable Claim**") will be finally resolved by binding arbitration in accordance with Section 18.6.4:

(a) this Agreement or any other agreement between you and us and/or between any of your or our respective affiliates;

(b) the relationship between you and us;

(c) the scope and validity of this Agreement or any other agreement between you and us and/or any of your or our respective affiliates, specifically including all disputes regarding the scope, validity or existence of this arbitration agreement, except that you and we intend for the court to address the applicability and scope of the exceptions found in Section 18.6.2; and/or

(d) the offer or sale of the franchise opportunity.

18.6.2. Exception of Claims Subject to Arbitration. Certain claims may not be best suited to determination through arbitration, and therefore, at our sole option, we may bring the following types of claims, cases, disputes and causes of action either in court or in arbitration:

(a) Claims seeking injunctive or other equitable relief to enforce provisions of this Agreement, including without limitation claims for infringement of our intellectual property, violation of the confidentiality or non-competition provisions of this Agreement; provided, however that non-equitable claims joined with any injunctive claims must be heard separately in arbitration, and that regardless of the forum, any injunctive relief may be given without the necessity of us posting bond or other security and any such bond or other security is hereby waived; further, you acknowledge that the termination of any litigation for injunctive or other equitable relief will not bar us from asserting non-equitable claims in an arbitration involving the same parties or causes of action;

(b) Claims seeking relief of any kind with respect to your violation of any health or safety law; and/or

(c) Claims, including claims by our affiliates, seeking recovery or any other remedy based on your failure to pay any moneys due under this Agreement, any agreement with our affiliates, or any unpaid invoices owed to our affiliates when due.

For resolution of any claim that is not subject to mandatory arbitration under Section 18.6.1, such claim will be resolved in the forum set forth in Section 18.7.

18.6.3. No Class Action. No party except us (including our employees, agents, officers or directors and our parent, subsidiary or affiliated companies) and you (including where applicable the immediate family members, owners, heirs, executor, successors, assigns, shareholders, partners, and guarantors (as applicable)) may join in or become a party to any arbitration or litigation proceeding arising under or related to this Agreement or any other agreement between you and us (and/or your and our respective affiliates), the relationship between you and us, the scope and validity of this Agreement or any other agreement between you and us (and/or your and our respective affiliates), specifically including whether any specific claim is subject to arbitration at all (i.e. arbitrability questions) and/or the offer or sale of the franchise opportunity; and further, the arbitrator will not be authorized to permit any person or entity that is not a party to this Agreement or identified in this paragraph to be involved in or to participate in any arbitration conducted pursuant to this Agreement. No matter how styled by the party bringing the claim, any claim or dispute is to be arbitrated or litigated (as applicable) on an individual basis and not as a class action or representative action, and further, no claim may be consolidated or joined. YOU EXPRESSLY WAIVE

ANY RIGHT TO ARBITRATE OR LITIGATE AS A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Any question regarding the interpretation or enforceability of this prohibition on class-wide or representative arbitration will be resolved by a court of competent jurisdiction, and not the arbitrator.

18.6.4. Binding Arbitration in Jacksonville, FL. Subject to the provision for temporary injunctive relief pending arbitration contained in Section 18.6.5, all Arbitrable Claims will be finally resolved by binding arbitration in accordance with the American Arbitration Association commercial arbitration rules (the "**AAA Rules**") then currently in effect. All Arbitrable Claims will be decided before a single arbitrator chosen in accordance with AAA Rules. Unless otherwise agreed in writing, any arbitrator chosen to decide an Arbitrable Claim will be a current or former practicing attorney or judge; have at least ten years of experience in litigation, arbitration, and/or mediation of commercial disputes; and have prior experience as an arbitrator of at least three manufacturer/dealer or franchisor/franchisee disputes. Each party will be responsible for its own attorneys' fees associated with the arbitration and for such costs as it is liable pursuant to the AAA Rules. The place of arbitration will be Jacksonville, FL unless otherwise agreed in writing. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "**FAA**"). It is expressly understood and agreed that arbitration proceedings under this Agreement are subject to the confidentiality provisions of this Agreement.

18.6.5. Temporary Injunction Relief Pending Arbitration. The parties to this Agreement understand, acknowledge, and agree that the AAA Rules specifically contemplate the availability of interim measures to preserve the status quo and/or prevent irreparable injury pending arbitration. The parties expressly understand and agree that the advance notice requirements provided for in this Agreement, with respect to termination or amendment provide sufficient opportunity for a party challenging any termination or amendment of this Agreement to seek interim measures (including the arbitral equivalent of a temporary restraining order, preliminary injunction, or other equitable relief) in arbitration pursuant to the binding arbitration provisions herein. By seeking or obtaining a temporary restraining order, preliminary injunction, or other equitable relief pending arbitration pursuant to the provisions of this Section 18.6.5, a party is not relieved of its obligation to have the merits of an Arbitrable Claim decided in accordance with the binding arbitration provisions of this Section 18.6.

18.6.6. Enforcement of Arbitration Awards. Judgment upon the award rendered by the arbitrator in any arbitration between the parties may be entered by any court of competent jurisdiction.

18.6.7. Contingency. If for any reason the binding arbitration provisions of this Agreement are not enforceable, the exclusive forum for resolution of any otherwise Arbitrable Claims will be the United States District Court for the Middle District of Florida, Jacksonville Division except that, if the federal court lacks subject matter jurisdiction, the forum will be the Florida state court located in Duval County. The provisions of this Section 18.6.7 will not apply to any claim for temporary injunctive relief pending arbitration filed pursuant to Section 18.6.5 above.

18.7. Litigation. Subject to the binding arbitration provisions set forth in Section 18.6, the parties agree that any action brought by you against us in any court, whether federal or state, shall be brought only within such state and exclusively in the judicial district in which we have our principal place of business at the time the action is commenced. Any action brought by us against you in any court, whether federal or state, may be brought within the state and judicial district in which we have our principal place of business at the time the action is commenced. The parties agree that this Section 18.6 shall not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. You and your principals hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

18.8. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchised Business, and all claims arising from the relationship between us and you will be governed by the laws of

the state of Florida, without regard to its conflict of laws or rules. Nothing in this Section 18.7 is intended by the parties to subject this Agreement, or the relationship between the parties to, that the substantive laws, regulations, or medical board rules governing the practice of medicine, or any similar laws, rules or regulations of the State of Florida to which this Agreement or the relationship between the parties would not otherwise be subject, unless the jurisdictional requirements of such law, regulation or rule are independently satisfied without reference to or regard to this Agreement.

18.9. Mutual Waiver of Class Actions. ANY LAWSUIT, CLAIM, COUNTERCLAIM, OR OTHER ACTION MUST BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, AND MUST NOT BE AS PART OF A CONSOLIDATED, COMMON, OR CLASS ACTION. YOU HEREBY AGREE NOT TO SEEK JOINDER OF ANY OF YOUR CLAIMS WITH THOSE OF ANY OTHER PARTY.

18.10. Waiver of Jury Trial. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

18.11. Waiver of Punitive Damages. WE AND YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOST FUTURE PROFITS OR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR MULTIPLE DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN WE AND YOU EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT, AND ANY CLAIM TO LIQUIDATED DAMAGES UNDER SECTION 15.7.

18.12. Binding Effect. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and Brand Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

18.13. Limitations of Claims. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 18.12, ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF BETWEEN YOU AND US, OR YOUR OPERATION OF THE CENTER, INCLUDING ANY PROCEEDING, OR ANY CLAIM IN ANY PROCEEDING (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) TWO (2) YEARS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS OR ACTIONS SHALL BE IRREVOCABLY BARRED. CLAIMS ATTRIBUTABLE TO YOUR UNDERREPORTING OF SALES, AND CLAIMS OF THE PARTIES FOR FAILURE TO PAY MONIES OWED AND/OR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS.

18.14. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

18.14.1. Our Rights. Whenever this Agreement provides that we have or reserve (retain) a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any

limitation or review. We have the right to operate, administrate, develop and change the Business System in any manner that is not specifically precluded by the provisions of this Agreement.

18.14.2. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the Business System generally even if the decision or action also promotes a financial or other individual interest of ours. Examples of items that will promote or benefit the Business System include enhancing the value of the Marks, improving patient service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Business System. Neither you nor any third party (including a trier of fact), will substitute their judgment for our reasonable business judgment.

18.15. Construction.

18.15.1. The preambles and exhibits are a part of this Agreement, and this Agreement and the exhibits and attachments hereto, constitute the entire, full and complete agreement between the parties hereto, and supersede any and all prior or contemporaneous negotiations, discussions, representations, understandings and agreements. However, nothing in this Franchise Agreement is intended to disclaim any representations made by us in the FDD that we furnished to you.

18.15.2. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our members, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

18.15.3. This Agreement may be executed in multiple copies, each of which will be deemed an original.

18.16. Rights and Remedies Are Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any of your affiliates and us. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of our rights pursuant to Section 14 of this Agreement shall not discharge or release you or any of your Owners from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

18.17. Operation in the Event of Absence or Disability. In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the

Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

18.18. Step-In Rights.

18.18.1. In order to prevent an interruption of the Franchised Business which would cause harm to the System and potential harm to patients, and thereby lessen the Franchised Business' and System's value, you authorize us to step into the Franchised Business and operate the Franchised Business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, (a) you have abandoned the Franchised Business, (b) you are incapacitated by reason of illness or death; (b) you have failed to pay when due or are otherwise in default of this Agreement, (c) have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; (d) you are in default and we deem you cannot continue to operate the Franchised Business; (e) we determine that operational problems require that we operate your Franchised Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the Franchised Business as a going concern; or (f) you fail to satisfy the Minimum Gross Revenue Requirements for any Operations Year (in addition to any other rights we may exercise in connection with your failure to satisfy the Minimum Gross Revenue Requirement). If we exercise our rights under this Section 18.18, you agree to pay to us, upon demand, our then-current fee to manage the Franchised Business (the "**Temporary Management Assistance Fee**").

18.18.2. We shall keep in a separate account all monies generated by the operation of your Franchised Business, less the expenses of the Franchised Business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights**,** you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including but not limited to, termination.

SECTION 19
NOTICES AND PAYMENTS

19.1. All written notices, reports, and payments (for payments, if any, that are not made electronically) permitted or required to be delivered by this Agreement or the Operations Manual shall be in writing and shall be personally delivered, sent by registered mail, a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties shown on Exhibit A, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

SECTION 20
ACKNOWLEDGMENTS

20.1. Acknowledgements. You acknowledge as follows:

20.1.1. That you have independently investigated the Franchised Business as a franchise opportunity and recognize that, like any other business, the nature of the business of managing a Clinic may, and probably will, evolve, and change over time.

20.1.2. That an investment in a Franchised Business involves business risks that could result in the loss of a significant portion or all of your investment.

20.1.3. That your business abilities and efforts are vital to your success.

20.1.4. That attracting patients for the Clinic you manage will require you to make consistent marketing efforts in your community through various methods, including media advertising, direct mail advertising, and display materials.

20.1.5. That you must maintain a high level of patient service and adhere strictly to the System and our Brand Standards, and that you are committed to maintaining Brand Standards.

20.1.6. That you have not received from us, or any person or entity representing or claiming to represent us, and you are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Franchised Business, and that any financial information that may appear in our FDD is not a representation or guarantee as to potential volume, sales, income, or profits that you may achieve at a Franchised Business.

20.1.7. That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

20.1.8. That you and your Owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your Owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your Owners, or any blocking of your or your Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

20.1.9. That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete to the best of your knowledge and diligence in gathering required information and that you have made no misrepresentations or material omissions in obtaining the rights under this Franchise Agreement.

20.1.10. That you have read this Agreement and our FDD and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Anderson Longevity® Clinic business, and to protect and preserve the goodwill of the Marks.

20.1.11. That we have not made any representation, warranty, or other claim regarding this Franchised Business franchise opportunity, other than those made in this Agreement and our FDD, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement.

20.1.12. That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Franchised Business franchise opportunity, and that we have not refused to answer any questions, inquiries, or requests.

20.1.13. That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or chosen not to do so.

20.1.14. That we may modify the offer of our franchise opportunity to other Anderson Longevity® Clinic franchisees in any manner and at any time, and these offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

20.1.15. That notwithstanding the foregoing, nothing in this Franchise Agreement is intended to disclaim the express representations made in the FDD.

20.1.16. That you have received from us a copy of our FDD, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by you to us or our affiliates of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

20.1.17. That attached to the FDD is a Franchisee Compliance Certification, which you have completed. You have executed the Compliance Certification voluntarily, truthfully and accurately, and it is attached hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

FRANCHISOR	**FRANCHISEE**
ALC Franchise, LLC	
a Florida limited liability company	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit A
to the Anderson Longevity® Clinic Franchise Agreement

FRANCHISED LOCATION AND TERRITORY

1. **Franchised Location**. The Franchised Location shall be at the following address:_____.

2. **Territory**. The Territory shall be:_____ (or as depicted on the map attached to this Exhibit A. * The listed map boundary shall supersede any future changes in zip code listings.).

3. **Notices.** If notice is being provided pursuant to the terms and conditions of the Franchise

Notices to Franchisor:	ALC Franchise, LLC 13500 Sutton Park Dr S STE 504 Jacksonville, FL 32224 Attention: Dr. Brian D. Anderson
With a copy to: *(but not as effective notice)*	Quarles & Brady LLP 101 E. Kennedy Blvd., Suite 3400 Tampa, FL 33602 Attention: Nicholas A. D'Amico E-mail: nicholas.damico@quarles.com
Notices to Franchisee:	_____ _____ _____ Attention :_____ E-mail:_____

FRANCHISOR **ALC Franchise, LLC** a Florida limited liability company	**FRANCHISEE** _____
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name:_____ Title:_____ Date:_____

Exhibit B
to the Anderson Longevity® Clinic Franchise Agreement

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("**Assignor**") assigns, transfers and sets over to ALC Franchise, LLC, a Florida limited liability company ("**Assignee**"), all of Assignor's right and title to and interest in that certain "**Lease**" a copy of which is attached as Exhibit A respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "**Franchise Agreement**" for a Anderson Longevity® Clinic Franchised Business between Assignee and Assignor, or in the event Assignor defaults under any document or instrument securing the Franchise Agreement, Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event, Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement, Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE **ALC Franchise, LLC** a Florida limited liability company	**ASSIGNOR** _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Franchised Business.

Dated:_____

_____

_____, Lessor

Exhibit C
to the Anderson Longevity® Clinic Franchise Agreement

LISTING OF OWNERSHIP INTERESTS

Effective Date: This Exhibit C is current and complete as of _____, 20_____

You and Your Owners

1. Form of Owner

(a) Individual Proprietorship. Your Owner(s) include the following:

_____
_____
_____

(b) Corporation, Limited Liability Company, or Partnership. You were incorporated or formed on _____, 20____ under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____. The following is a list of your directors and officers as of the effective date shown above:

Name of Each Officer/Director	Position(s) Held

2. Owners

The following list includes the full name of each person who is one of your Owners (as defined in the Franchise Agreement), or an Owner of one of your Owners, and fully describes the nature of each Owner's interest (attach additional pages if necessary).

Owner's Name	Percentage/Description of Interest

3. Identification of Operating Principal

Your Operating Principal as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without our prior written approval.

FRANCHISOR	**FRANCHISEE**
ALC Franchise, LLC	
A Florida limited liability company	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit D
to the Anderson Longevity® Clinic Franchise Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

_____ (Name of Person or Legal Entity)
_____ (ID Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes ALC Franchise, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") ("**Bank**") to debit or credit such account(s) pursuant to Franchisor's instructions.

Depository	Branch
City	State Zip Code
Bank Transit/ABA Number	Account Number

This authority is to remain in full and force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

Depositor:	Depository:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

FOR OFFICE USE ONLY: LICENSE NUMBER

Exhibit E
to the Anderson Longevity® Clinic Franchise Agreement

GUARANTY AND ASSUMPTION OF OBLIGATIONS

As an inducement to ALC Franchise, LLC ("**Franchisor**") to execute the Anderson Longevity® Clinic Franchise Agreement between Franchisor and _____ _____("**Franchisee**"), dated _____, 20__ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's monetary and other obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Section 5 (Marks), Section 6 (Confidential Information), 12 (Transfer), 15 (Obligations Upon Termination or Expiration), and 15.4 (Covenant Not to Compete) of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the Anderson Longevity® Clinic marks or system licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If Franchisor is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor shall 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, and expenses, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and interest, 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 the undersigned to comply with this Guarantee, the undersigned shall reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the obligations and provisions below, each of the undersigned agrees that all actions arising under this Guarantee or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, shall be governed by the provisions of Section 18 of the Agreement, and must be commenced in the state or federal court of general jurisdiction in which Franchisor has its principal place of business at the time the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guarantee and any orders and awards in the courts of the state or states in which he or she is domiciled.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 18 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Florida. In the event of any conflict of law, the laws of the State of Florida shall prevail (without regard to, and without giving effect to, the application of Florida conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTORS

_____

Name:_____

_____

Name:_____

_____

Name:_____

Exhibit F
to the Anderson Longevity® Clinic Franchise Agreement

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _____ of _____ ("**Franchisee**"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**"), Franchisee has acquired the right and franchise from ALC Franchise, LLC (the "**Company**") to establish and operate a Anderson Longevity® Clinic management system business (the "**Franchised Business**") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "**Marks**"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and accepted location: _____ (the "**Franchised Location**").

2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "**System**") relating to the establishment and operation of Franchised Businesses that manage clinics centers offering services which may include, but are not limited to, the services and products authorized to be offered, sold or provided under the Marks and the System pursuant to the Franchise Agreement. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "**Confidential Information**").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's confidential manual (the "**Operations Manual**"), and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

[Note to Franchisee: Section 7 of this Agreement, which includes a covenant not to compete, and a restriction on the employment of a competitor's employee is optional. ALC Franchise, LLC does not require you to include this language, and it is noted here only for your convenience. Your decision to have your employees execute this Agreement with this Section 7 included, and for you to enforce it, is your decision alone. If you elect to include this Section 7, that decision does not suggest that ALC Franchise, LLC is an employer of your employees. Further, local law may limit the enforceability of some non-compete agreements.]

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any medical management or medical care business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "**Competitive Business**"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 Franchisee's Territory, as defined in the Franchise Agreement ("**Franchisee's Territory**");

7.2 Five (5) miles of the border of Franchisee's Territory; or

7.3 Within the territory, area, or market area of any other Anderson Longevity® Clinic business in operation or under construction on the latter of the effective date of the termination or expiration of the Franchise Agreement.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held company.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I

agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of Florida, without regard to the application of Florida conflict of law rules. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

_____
Signature

_____
Name

_____
Address

_____
Title

ACKNOWLEDGED BY FRANCHISEE

By:_____

Name:_____

Title:_____

Exhibit G
to the Anderson Longevity® Clinic Franchise Agreement

TRANSFER TO A CORPORATION OR LIMITED LIABILITY COMPANY

This Transfer Agreement shall amend that certain Franchise Agreement between _____ ("**Franchisee**") and ALC Franchise, LLC ("**Franchisor**").

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Franchisee of the Franchised Business under a Franchise Agreement executed on the date set forth below, between himself or herself and Franchisor, granting him/her a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation or Limited Liability Company in accordance with the provisions of Section 12 of the Franchise Agreement, agree as follows:

1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Sections 6 and 15 thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of the Franchisee's obligations set forth in said Agreement.

2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and ALC Franchise, LLC"
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and ALC Franchise, LLC"

3. _____ shall be designated as the "**Operating Principal**" and shall devote his/her best efforts to the day-to-day operation and development of the Franchised Business.

4. _____ hereby agrees to become a party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Franchisor, to the same extent as if it were named as the Franchisee therein.

Date of Franchise Agreement: _____

Location of Franchised Business: _____

WITNESS:

_____

As to Paragraph 3:

_____
[Name]

As to Paragraph 4:

_____

_____
[Name]

ATTEST:

_____

_____
Name of Corp. or Limited Liability Company

By:_____
Title:_____

In consideration of the execution of the above Agreement, ALC Franchise, LLC hereby consents to the above referred to assignment on this _____ day of _____, 20__.

FRANCHISOR
ALC Franchise, LLC
a Florida limited liability company

By:_____
Name:_____
Title:_____
Date:_____

Exhibit H
to the Anderson Longevity® Clinic Franchise Agreement

TELEPHONE LISTING, INTERNET WEBSITES, AND OTHER LISTINGS AGREEMENT

THIS TELEPHONE LISTING, INTERNET WEBSITES, AND OTHER LISTINGS AGREEMENT (the "**Listing Agreement**") is made and entered into as of the _____ day of _____, 20___ (the "**Effective Date**"), by and between ALC Franchise, LLC, a Florida limited liability company (the "**Franchisor**"), and _____, a _____ (the "**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for an Anderson Longevity® Clinic Franchised Business (the "**Franchise Agreement**"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Listing Agreement shall have the meanings set forth in the Franchise Agreement. "**Termination**" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Internet Websites, Social Media Pages and Profiles, Listings and Other Data. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to (a) those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") related to the Franchised Business or the Marks, (b) certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet websites, and the right to hyperlink to certain websites and listings on various Internet search engines (collectively, the "**Internet Websites and Listings**") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "**Franchisee's Interest**").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately: (a) direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "**Telephone Companies**") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer, and (b) direct all Internet Service Providers, domain name registries, Internet search engines, social media pages and profiles, and other listing agencies (collectively, the "**Internet**

Companies") with which Franchisee has Internet Websites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Websites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings and Internet Websites and Listings, Franchisee will immediately direct the Telephone Companies and Internet Companies to terminate such Telephone Numbers and Internet Websites and Listings or will take such other actions with respect to the Telephone Numbers and Internet Websites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including but not limited to this Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies and Internet Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Internet Websites and Listings to Franchisor;

2.3.2 Direct the Telephone Companies and Internet Companies to terminate any or all of the Telephone Numbers and Internet Websites and Listings; and

2.3.3 Execute the Telephone Companies' and Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies and Internet Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings and Internet Websites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Telephone Numbers and Listings and Internet Websites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies and Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown,

contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on this Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings and Internet Websites and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the application of Florida conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR **ALC Franchise, LLC** A Florida limited liability company	**FRANCHISEE** _____
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name:_____ Title:_____ Date:_____

Exhibit I
to the Anderson Longevity® Clinic Franchise Agreement

FORM MANAGEMENT AGREEMENT ADDENDUM

THIS MANAGEMENT AGREEMENT ADDENDUM (the "**Agreement**") is effective as of _____, (the "**Addendum Date**"). The parties to this Addendum are _____ ("**Manager**"), and _____, whose principal business address is _____ ("**you**," "**your**" or the "**PC**"); and ALC Franchise, LLC, a Florida limited liability company ("**we**", "**us**", "**our**" or "**Franchisor**"), with its principal business address at 13500 Sutton Park Drive South, Suite 504, Jacksonville, FL 32224.

I. INTRODUCTION.

1.1 **Procedures and Defined Terms**. Terms not otherwise defined in this Addendum have the meanings as described in the Franchise Agreement dated _____ between _____ and Franchisor (the "**Franchise Agreement**"). This Addendum is incorporated into and is an integral part of the Franchise Agreement.

1.2 **Need for Medical Practice Affiliation**. Because of the need to comply with laws governing health care providers, the Anderson Longevity Clinic® businesses are usually comprised of 2 entities: (1) a franchised clinic management business (the "**Franchised Business**") and (2) an affiliated independently owned and operated medical practice (the "**PC**").

1.3 **Practice Management Services**. Manager and PC desire for the PC to serve as the Clinic, to work in concert with the Franchised Business, in accordance with applicable laws, rules and regulations for the operation of the Anderson Longevity Clinic® business. Capitalized terms not otherwise defined herein have the meanings as defined in the Franchise Agreement. The business the PC will conduct to provide the medical services and related products to patients in support of and in cooperation with the Franchised Business in connection with the Anderson Longevity Clinic® business are referred to as the "PC's Medical Services." Under this Addendum, the Franchised Business will provide you the "Practice Management Services," which for purposes of this Addendum are those products and services provided by the Manager and the PC hereunder.

II. ACKNOWLEDGEMENTS AND REPRESENTATIONS

This Addendum amends any agreement under which the PC will appoint the Franchised Business/Manager as the sole and exclusive manager/agent to administer and manage the operational and regulatory aspects of the Clinic (the "**Management Agreement**"). This Addendum amends, modifies and supersedes any conflicting terms of the Management Agreement.

2.1 **Business Organization**. If you or we are, at any time, a business organization (like a corporation, Physicians Association, limited liability company or partnership) ("**Business Entity**"):

(a) Each of your Owners, during the term of this Addendum, will sign and deliver to us our standard form of Owner's Guaranty ("**Owner's Guaranty**") undertaking to be bound jointly and severally by all provisions of this Addendum and any other agreements between you and us. A copy of our current form of Owner's Guaranty is attached as an Exhibit to the Franchise Agreement; and

(b) At our or Franchisor's request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like Articles of Incorporation or organization and partnership, operating or shareholder agreements).

2.2 **Regulatory Review**. It is the Manager's and the PC's independent obligation to ensure that the model for use of an affiliated Clinic to provide the PC's Medical Services (and any other aspects of the PC of a Profession or the Practice of Medicine that Manager is prohibited from performing) complies with the applicable laws and rules in the state where they are located ("your state") and with any applicable federal rules. Within 30 days of the Effective Date, the Franchisor may require that either Manager or PC must have completed, and provided Franchisor with a copy, of a regulatory review of the legal and health care rules and regulations in the PC's state that apply to the Anderson Longevity Clinic® business and the parties relationships with each other, including an opinion of legal counsel. The legal opinion must address whether or not the parties may operate an Anderson Longevity Clinic® business in your state, the restrictions that apply only to Anderson Longevity Clinic® business operations and relations with the PC and Franchised Business and whether such laws are consistent with this Addendum and the Franchise Agreement. If (a) such regulatory review would render it impossible or, in our sole opinion, impractical, to operate an Anderson Longevity Clinic® business, in your state in accordance with this Addendum and (b) and the parties are unable to modify proposed operations to enable the Anderson Longevity Clinic® business to comply, then any party may terminate this Addendum immediately on written notice.

2.3 **Compliance with Healthcare-Related Laws**. Without limiting PC's or Manager's other obligations under this Addendum to comply with all applicable laws, each must ensure that their relationships with the PC and the Affiliated Practitioner, and the manner in which your Clinic provides the PC's Medical Services comply with all applicable laws, rules, regulations, ordinances and standards of professional conduct. As indicated above, Franchisor may require you and us to restructure your and our compensation arrangements with each other, the medical PC or Affiliated Practitioner, in order to comply with applicable law. You are responsible for ensuring that the Affiliated Practitioner, as well as any other healthcare-related professionals who are employed by or work with you in any manner, are properly licensed, certified, trained, educated and experienced to perform the tasks assigned to them or to which they are likely to engage in connection with their relationship with us, your or our clients or the Anderson Longevity Clinic® business. You agree that, to the extent we designate or is otherwise prohibited by applicable law, you will not bill nor accept any form of insurance, including Medicare, Medicaid or private insurance, for or in connection with the PC's Medical Services rendered or any other activity or service in connection with your customers. You understand and agree that this limitation may restrict the customers/clients to which you market or provide PC's Medical Services (such as prohibiting you from offering or selling to Medicaid and Medicare, or insurance reimbursed customers), and you willingly accept such limitation so that you may focus the activities of your Clinic, and limit them to, to the extent we may designate, "cash" payment on fee-for-service basis. By "cash payment on a fee-for-service basis," we mean that you may charge your customers fees paid by credit card, with cash, debit card, checks or the like, which are paid directly by the customer and not by any public or private insurance carrier or fund. Notwithstanding anything else in this Addendum to the contrary, in the event Manager or any of its employees, independent contractors or agents engages in any practice, behavior or activity that involves patient abuse, negligence or otherwise poses a threat to the safety or welfare of patients, the PC shall have the right to terminate this Addendum immediately upon its delivery of such notice to Manager; provided, in the event such practice, behavior or activity is the result of any action or failure to act on the part of any employee, independent contractor or agent, Manager may cure by removing said employee, independent contractor or agent from any and all duties related to the Clinic within five (5) days after receipt of the PC's notice.

2.4 **No Interference**. Franchisor may not and will not interfere with, supervise or assume any responsibility for you or your Affiliated Practitioner or other employees', contractors' or agents' exercise

of their medical professional judgment with respect to treatment of customers. This provision controls and modifies any other contrary provision of this Addendum that would in any manner affect or purport to limit the independent exercise of medical professional judgment by you, your Affiliated Practitioner or employees, contractors or agents or that would require us to engage in any activity that would constitute the practice of medicine or any other form of a practice of a profession. All medical decisions, acts or omissions made by, or in connection with, any person in any way associated with your Clinic in the course of the practice of medicine or any other practice of a profession will be the decisions of the individual professionals involved and will not be affected by or attributed to us.

2.5 **Responsibility for Treatment**. You acknowledge and agree that we will in no way whatsoever be responsible for and you will indemnify us against any decisions, acts or omissions related to the medical treatment of, practice of medicine or any other practice of a profession in relation to, or violation of the privacy interests of any person in any way whatsoever associated with your Clinic. You agree to take all necessary measures to inform all individuals associated with and potential patients of your Clinic that we have no control over or responsibility for any person's or persons' practice of medicine or any other practice of a profession.

2.6 **HIPAA**. Pursuant to the provisions of 42 U.S.C. 1171, et seq., enacted as part of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, each as amended (collectively referred to herein as the "**HIPAA Rule**"), under the terms of this Addendum, Manager is PC's "Business Associate" (as defined in the HIPAA Rule). As PC's Business Associate, Manager shall assume those obligations set forth in the Business Associate Agreement executed on or about the Addendum Date.

III. MARKS, COPYRIGHTS AND CONFIDENTIAL INFORMATION.

3.1 **The Marks and Copyrights**. PC will be bound by all of the restrictions, non-competition terms, non-solicitation terms, transfer terms, covenants, terms and conditions in the Franchise Agreement as they relate to our Marks, Copyrights, trade secrets and Confidential Information as if PC were the franchisee under the Franchise Agreement. All such terms and covenants and conditions are incorporated into this Addendum by reference.

IV. RIGHTS AND OBLIGATIONS UPON TERMINATION.

4.1 **Our Rights upon Your Default**. Without limiting any terms of the Franchise Agreement, this Section 4 shall apply: In the event of your material default left uncurable in accordance with the applicable cure period under the Terms of this Addendum, the lease for the Clinic premises, or under any promissory note or other agreement with us, we are entitled, but not limited, to exercise any one or more of the following remedies in our sole discretion:

(a) to take possession of the Franchised Location or any part thereof, personally, or by our agents or attorneys;

(b) subject to the HIPAA Rule and State laws governing patient privacy to enter upon and take and maintain possession of all or any part of your PC, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Clinic without notice and with or without process of law;

(c) to exclude you, your agents or employees from the Franchised Location;

(d) as attorney-in fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control your PC and conduct the business, if any, thereof, either personally or by our agents, with full power to use such measures, legally rectifiable, as in our discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

(e) to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same;

(f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Franchised Location that may seem judicious, in our sole judgment;

(g) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and

(h) to ensure continuity of care to patients of the PC, and in conjunction with paragraphs (b) and (d) of this Section 4.1, access and use or transfer all patient records to another PC, and contact all clients to inform them of the status of your PC and/or the availability of other PCs in the market area, so that patients may continue and complete their participation in the Anderson Longevity Clinic® program.

4.2 **Marks**. Upon the termination or expiration of this Addendum:

(i) you may not directly or indirectly at any time or in any manner (except with respect to other Anderson Longevity Clinic® business you own and operate) identify yourself or any business as a current or former Anderson Longevity Clinic® business, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a Anderson Longevity Clinic® business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us;

(j) you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(k) you agree to deliver to us within thirty (30) days after, as applicable, the effective date of expiration of this Addendum all signs, sign-faces, sign-cabinets, marketing materials, forms and other materials containing any Mark or Copyright or otherwise identifying or relating to a Anderson Longevity Clinic® business and allow us, without liability to you or third parties, to remove all such items from your PC;

(l) you will promptly and at your own expense make such alterations we specify to distinguish your PC clearly from its former appearance and from other Anderson Longevity Clinic® businesses so as to prevent confusion by the public;

(m) you agree that after the effective date of expiration of this Addendum, you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and

directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify; and

(n) you agree to furnish us, within thirty (30) days after the effective date of expiration of this Addendum, with evidence satisfactory to us of your compliance with the foregoing obligations.

4.3 **Confidential Information**. You agree that, upon termination or expiration of this Addendum, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

4.4 **Competitive Restrictions**. Upon termination or expiration of this Addendum for any reason whatsoever (and you have not acquired a successor franchise), you and your owners or Affiliated Practitioner you employ agree that for a period of two (2) years commencing on the effective date of termination or expiration neither you nor any of your owners will have any direct or indirect interest (e.g. through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, medical director, physician, manager, representative or agent or in any other capacity in any Competitive Business operating:

(o) at the Franchised Location, within the Territory or through the PC;

(p) within fifteen (15) miles of the Franchised Location or Territory; or

(q) within fifteen (15) miles of any other Anderson Longevity Clinic® business or territory in operation or under construction on the later of the effective date of the termination or expiration.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the two (2) year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners and physician employees expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living. Furthermore, your agreements with the PC must provide that, to the maximum extent permitted by law, the PC and its Physicians and Professionals agree to similar restrictions as are imposed on you under this Section.

V. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

5.1 **Governing Law**. EXCEPT TO THE EXTENT THIS ADDENDUM OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS ADDENDUM AND THE FRANCHISE ARE GOVERNED BY FLORIDA LAW, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISEE, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

5.2 **Waiver of Jury Trial**. YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

5.3 **Costs and Attorneys' Fees**. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Addendum in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Addendum.

5.4 **Binding Effect**. This Addendum is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Addendum, this Addendum will also be binding on your successors and assigns, and your heirs, executors and administrators.

5.5 **No Liability to Others; No Other Beneficiaries**. We will not, because of this Addendum or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Addendum; except that Franchisor is an intended third party beneficiary under this Addendum and may enforce its rights against any party to it. Except as specifically described in this Addendum, no other party has any rights because of this Addendum.

Signature Page Follows.

Intending to be bound, you and we sign and deliver this Addendum in two (2) counterparts effective on the Effective Date, regardless of the actual date of signature.

FRANCHISOR:
ALC Franchise, LLC
a Florida limited liability company

By:_____
Name:_____
Title:_____
Date:_____

PC:

_____

By:_____
Name:_____
Title:_____
Date:_____

MANAGER:

_____

By:_____
Name:_____
Title:_____
Date:_____

Exhibit J
to the Anderson Longevity® Clinic Franchise Agreement

FORM MANAGEMENT AGREEMENT WAIVER

THIS MANAGEMENT AGREEMENT WAIVER (the "**Waiver**") is made and entered into as of the _____ day of _____, 20___ (the "**Effective Date**"), by and between ALC Franchise, LLC, a Florida limited liability company (the "**Franchisor**"), and _____, a _____ (the "**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisee has entered into a Franchise Agreement with Franchisor for an Anderson Longevity® Clinic Franchised Business (the "**Franchise Agreement**"); and

WHEREAS, Franchisee, together with Franchisee's counsel, has determined that a Management Agreement is not required under applicable state law for the operation of the Anderson Longevity® Clinic Franchised Business, and Franchisor, at the request of Franchisee, has agreed to waive the Management Agreement requirement pursuant to Section 1.2.1 of the Franchise Agreement, as more particularly set forth in this Waiver.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Waiver shall have the meanings set forth in the Franchise Agreement.

2. **WAIVER**

Franchisee, together with Franchisee's counsel, has determined that a Management Agreement is not required under applicable state law for the operation of the Anderson Longevity® Clinic Franchised Business. Accordingly, Franchisee has requested that Franchisor waive the Management Agreement requirement pursuant to Section 1.2.1 of the Franchise Agreement. In reliance upon Franchisee's and Franchisee's counsel's analysis of applicable law, Franchisor has agreed to, and hereby does, waive the requirement under Section 1.2 of the Franchise Agreement for Franchisee to execute a Management Agreement in connection with the operation of the Anderson Longevity® Clinic Franchised Business. The sole purpose and effect of this Waiver is to waive Franchisee's contractual obligation to use a Management Agreement in connection with the Anderson Longevity® Clinic Franchised Business as set forth under Section 1.2 of the Franchise Agreement, and Franchisor makes no representation or warranty as to whether or not applicable law requires the use of a Management Agreement for the operation of the Anderson Longevity® Clinic Franchised Business.

Franchisee acknowledges, understands, and agrees that it is its sole responsibility to determine whether it is eligible to manage and operate the Clinic, and it is its continued sole responsibility to determine if any changes in applicable laws and regulations will impact the Clinic or would render its operation of the Clinic under one entity a violation of any applicable laws or regulations.

Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on Franchisee's operations of the Anderson Longevity® Clinic Franchised Business in violation of applicable law, including without limitation any claim that Franchisee's operation of the Anderson Longevity® Clinic Franchised Business is a violation of any applicable corporate practice of medicine doctrine, or that Franchisor exerts any control or influence on or over Franchisee's (or Franchisee's Affiliated Practitioner's) independent medical judgment by virtue of Franchisee's operation of the Anderson Longevity® Clinic Franchised Business without a Management Agreement, or that Franchisor is engaged in the unauthorized practice of medicine.

3. MISCELLANEOUS

3.1 Effect on Other Agreements; No Additional Waivers. Except as otherwise provided in this Waiver, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein. This Waiver does not waive any provision of the Franchise Agreement except as expressly provided herein.

3.2 Dispute Resolution. The enforcement provisions set forth in Section 18 of the Franchise Agreement will apply to this Waiver and are incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Waiver as of the Effective Date.

FRANCHISOR **ALC Franchise, LLC** a Florida limited liability company	**FRANCHISEE** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT C
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

AREA DEVELOPMENT ADDENDUM

ALC FRANCHISE, LLC
AREA DEVELOPMENT ADDENDUM

THIS AREA DEVELOPMENT ADDENDUM (the "**Area Development Addendum**" or the "**Addendum**") is effective on _____ ("**Agreement Date**") and amends and is incorporated into the Franchise Agreement between the parties dated _____. The parties to this Addendum are **ALC FRANCHISE, LLC**, a Florida limited liability company, with our principal office located at 13500 Sutton Park Drive South, Suite 504, Jacksonville, FL 32224 (referred to in this Addendum as "**we**," "**us**" or "**our**") and _____, whose principal address is _____

_____

(referred to in this Addendum as "**you**," "**your**" or "**Developer**").

INTRODUCTION.

Through the expenditure of considerable time and effort, we and our affiliates have developed a distinctive system for the development and operation of businesses that, using our System, Marks and Copyrights, of clinics that combine state-of-the-art medical techniques with performance-based medicine to provide patients with approved therapies, and services, including injury treatments, low testosterone, hormone replacement, sexual health therapies, and anti-aging therapies, and other treatments, products, and services, all of which are provided by a licensed medical professional or medical personnel supervised by a licensed medical professional (an "**Anderson Longevity Clinic® Business**"). We appoint certain persons who meet our standards and qualifications, and who are willing to undertake special efforts, the rights to own and operate an Anderson Longevity Clinic® Business franchise ("**Unit Franchises**"). Unit Franchises are granted under our Franchise Agreement, a form of which is attached as an exhibit to our Franchise Disclosure Document. In some instances, we appoint certain persons who meet our standards and qualifications and who are willing to undertake special efforts the right to develop and operate one or more Anderson Longevity Clinic® Businesses ("**Development Businesses**") within a defined geographic area. Individuals or entities granted Unit Franchises are referred to as "**Franchisees**". Individuals or entities granted the right to own and operate Area Development Businesses are referred to as "**Area Developers**." By signing this Addendum, you are becoming and serving as one of our Area Developers for the operation of a Development Business. The Anderson Longevity Clinic® Businesses you will operate are sometimes referred to as "**Your Business(es)**."

You have applied to own and operate a Development Business. We grant to you the right to operate a Development Business subject to the terms and conditions, promises, representations, warranties and acknowledgements contained in this Addendum. You and we agree as follows:

1. **Development Rights.** If you are in full compliance with all of the provisions of this Addendum and all of the Franchise Agreements referenced in this Addendum, then during the term of this Addendum, we will grant to you a "**Development Area**" within which you will develop and open the Unit Franchises under your Development Schedule. A map showing the Development Area may be attached as Exhibit to this Addendum. During the term of this Addendum, we will not ourselves open or operate, or grant to another the right to open or operate a Unit Franchise physically located in the Development Area. However, the foregoing will not apply to any Unit Franchises that have been previously granted rights, which have sites or the right to have sites in the Development Area, or if we or our affiliate(s) currently operate one or more Anderson Longevity Clinic® Businesses at sites in the Development Area (individually or collectively, "**Pre-Existing Sites**"). If there are any Pre-Existing Sites in your Development Areas, we will list them on an exhibit to this Addendum.

2. **Development Schedule**. Your Development Schedule is:

Franchise Unit	Required Opening Date
Total number of Franchise Units Under Development Addendum: _____	

This Development Schedule modifies any corresponding dates in each applicable Franchise Agreement. Strict compliance with the Development Schedule is the essence of this Addendum. If any Unit Franchise that closes after having been opened, you must develop and open a replacement Unit Franchise within 1 year of the closing date in order for such Unit Franchise to count towards the Development Schedule. Prior to the Required Opening Date for each Unit Franchise required to be opened under this Addendum, you must execute a franchise agreement for such Unit Franchise on our then-current form of franchise agreement, which will be deemed amended by the terms of this Addendum.

3. **Initial Package Fees**. The Development Fee is $_____. The Development Fee is due on the Agreement Date, and is fully earned and non-refundable when paid. Except for the Initial Franchise Fee under the first Franchise Agreement, you will not be required to pay an Initial Franchise Fee for any Unit Franchise developed pursuant to this Addendum.

4. **Termination of Addendum**. This Addendum terminates in its entirety on earlier of (a) the last Required Opening Date specified in in the Development Schedule, (b) the actual selection of the last site under the Development Schedule, or (c) if terminated due to your breach of this Addendum or any of your Franchise Agreements. In addition, if you are unable to comply with any Required Opening Date defined in the Development Schedule, we may, in our sole discretion, terminate this Addendum in its entirety, or in part. In case of termination of this Addendum in its entirety, such termination will terminate all development rights in the Development Area, and terminate the Development Area and void the Development Schedule. In that instance, the terms of the Franchise Agreements, without regard for this Addendum will control. You are not entitled to any refunds whatsoever if we terminate this Addendum or the Development Area.

5. **Rights Retained**. We retain all rights not expressly granted to you under this Addendum. Our reservation of rights is more fully described in your Franchise Agreement. Other than what is expressly granted under this Addendum, we have no obligation to offer you any right of first refusal, or rights to acquire any additional or contiguous Unit Franchises, expansion of any Development Area whatsoever.

6. **No Successor Or Renewal Rights**. You do not have the right to renew this Addendum or your rights under it.

7. **Precedence and Defined Terms**. This Addendum amends, modifies, and supersedes the terms of, and is an integral part of each of the Franchise Agreements indicated in the Development Schedule. Capitalized terms in this Addendum which are not otherwise defined in this Addendum have the same meanings as defined in our form of Franchise Agreement. Except as otherwise indicated in the Addendum, all other terms and conditions of the Franchise Agreements remain unmodified and in full force and effect. Terms of the introduction are integral parts of this Addendum.

ALC FRANCHISE, LLC

By:_____
Name:_____
Title:_____
Date:_____

DEVELOPER

INDIVIDUALS:

_____
[Signature]

_____
[Print Name]
Date:_____

_____
[Signature]

_____
[Print Name]
Date:_____

CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

_____
[Name]

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT D
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES

None.

LIST OF FRANCHISEES THAT HAVE SIGNED A FRANCHISE AGREEMENT BUT ARE NOT YET OPEN FOR BUSINESS

Franchisee Name	Franchisee Address	Franchisee Phone Number
Arizona		
Pollock Wellness, LLC	8556 N Continental Links Dr., Tucson, AZ 85743	520-343-3235
Florida		
F&P Healthcare Innovations, LLC	5302 Fishhawk Ridge Dr., Lithia, FL 33547	813-344-9926
NextGen Team Ventures, LLC	3203 Mermaid Ct. New Port Richey, FL 34652	815-953-5986
Saznse Synergy, LLC	14413 Black Lake Preserve St., Winter Garden, FL 34787	516-592-1505
Drayton & Co. LLC	5542 Hollingworth Trail, Wesley Chapel, FL 33545	802-753-6300
New Jersey		
GurJai Somerset, LLC / GurJai Bergen, LLC	60 Scott Dr., Watchug, NJ 07069	908-472-4555
South Carolina		
Willett Health Ventures, LLC	2 Office Park Court, Suite 103, Columbia, SC 29223	413-244-5608

LIST OF FORMER FRANCHISEES

Below is a list of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the Disclosure Document issuance date:

None.

EXHIBIT E
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

LIST OF ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

Our registered agent in Florida is:

Dr. Brian D. Anderson
13500 Sutton Park Drive South, Suite 504
Jacksonville, Florida 32224

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states and the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Business Oversight California Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203, Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111, Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018, Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	North Dakota Insurance & Securities Department	600 East Boulevard Avenue Dept. 401 Bismarck, ND 58505 701-328-2910
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1, Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower, Madison, WI 53705

EXHIBIT F
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

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Anderson Longevity Clinic Franchise Operations Manual

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EXHIBIT G
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC FDD, FRANCHISE AGREEMENT ADDENDA & RIDERS

CALIFORNIA ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF CALIFORNIA

The following paragraphs are added to the disclosure document:

OUR WEBSITE 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.dfpi.ca.gov.

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.

The Franchisee Compliance Certificate is not applicable in California.

The following is added to Item 3 of the disclosure document

Neither the franchisor nor any person or franchise broker 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 such association or exchange.

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

Pricing. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professional Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition and Non-solicitation Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) that is disclosed in Item 17, rows q and r.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law. You may want to consult an

attorney to understand the impact of out-of-state governing law on the franchise agreement.

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

Modification of the Agreement. Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

The following paragraph is added to Item 19 of the Disclosure Document:

The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Clinic. Franchisees or former franchisees may be one source of this information.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ ("**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Non-Solicitation**. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in the Agreement that is disclosed in Item 17, rows q and r.

4. **Waiver of Punitive Damages and Limitations of Claims**. Section 18.13 of the Agreement is amended by adding the following:

> These provisions may violate California Corporations Code section 31512, since Corporations Code section 31300 provides for damages without limitation, 31303 provides a four-year statute of limitations, 31304 provides a two-year statute of limitations for certain claims under the California Franchise Investment Law.

No statement, questionnaire, or acknowledgment signed 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.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

HAWAII ADDENDA AND RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF HAWAII

1. The following paragraphs are added to the disclosure document:

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

ILLINOIS ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF ILLINOIS

The following is added to the disclosure document:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
>
> Illinois prohibits the corporate practice of medicine. Unlicensed individuals and entities are prohibited from owning, operating and maintaining an establishment for the study, diagnosis and treatment of human ailments and injuries, whether physical or mental. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).
>
> If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.

Item 5 is amended to state that payment of Initial Franchise/Area Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

The following is added to Item 17 of the disclosure document:

> Illinois law governs the franchise agreement(s).
>
> Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois
>
> Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Disclosure Act.
>
> Section 41 of the Illinois Franchise Disclosure Act provides that 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.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ "**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

Illinois law governs the Franchise Agreement.

The following is added to Sections 15 and 16 of the Addendum:

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

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Payment of Initial Franchise/Area Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition

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.

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.

Illinois prohibits the corporate practice of medicine. Unlicensed individuals and entities are prohibited from owning, operating and maintaining an establishment for the study, diagnosis and treatment of human ailments and injuries, whether physical or mental. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

If you are NOT licensed/certified in Illinois to provide services of the nature

described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.

2. Waiver of Jury Trial. Section 18.10 of the Agreement is deleted in its entirety.

3. No Waiver. Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

RIDER TO
ALC FRANCHISE, LLC
AREA DEVELOPMENT ADDENDUM
FOR USE IN ILLINOIS

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ "**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Area Development Addendum between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Addendum and supersedes any inconsistent or conflicting provisions of the Addendum. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

Illinois law governs the Franchise Agreement.

Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

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

The following is added to Sections 15 and 16 of the Addendum:

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Payment of Initial Franchise/Area Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

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.

Section 18 of the Agreement is amended by adding the following:

Illinois law governs the franchise agreement(s). Section 4 of the Illinois Franchise Disclosure Act states that any provision in an area development addendum that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, an area development addendum may provide for arbitration to take place outside of Illinois.

Illinois prohibits the corporate practice of medicine. Unlicensed individuals and entities are prohibited from owning, operating and maintaining an establishment for the study, diagnosis and treatment of human ailments and injuries, whether physical or mental. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.

2. **Waiver of Jury Trial**. Section 18.10 of the Agreement is deleted in its entirety.

3. **No Waiver**. Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

MARYLAND ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF MARYLAND

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in Maryland.

Item 5 is amended to state:

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

Item 17 is amended by adding the following language after the table:

Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

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 1010 et seq.)

You may sue in Maryland for claims arising 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.

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

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

Franchisee Compliance Certification

The Franchisee Compliance Certification is amended to provide as follows:

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 liability incurred under the Maryland Franchise Registration and Disclosure Law.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ "**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

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

4. **No Release, Estoppel or Waiver of State Law**. 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.

4. **Jurisdiction**. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

5. **Limitation on Claims**. Nothing in this Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

6. **Acknowledgements**. The following Sections are deleted from the Agreement: Section 20.1.1; Section 20.1.2; Section 20.1.3; Section 20.1.4; Section 20.1.5; Section 20.1.6; Section 20.1.10; Section 20.1.11; Section 20.1.12; Section 20.1.13; Section 20.1.16; Section 20.1.17.

7. **General Release**. Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

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

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**" **ALC FRANCHISE, LLC**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name:_____ Title:_____ Date:_____

RIDER TO
ALC FRANCHISE, LLC
AREA DEVELOPMENT ADDENDUM
FOR USE IN MARYLAND

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ ("**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Area Development Addendum between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Addendum and supersedes any inconsistent or conflicting provisions of the Addendum. Terms not otherwise defined in this Rider have the meanings as defined in the Addendum.

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

4. **No Release, Estoppel or Waiver of State Law**. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. **Jurisdiction**. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

6. **Limitation on Claims**. Nothing in this Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

7. **General Release**. Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement,vor (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.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

MINNESOTA ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF MINNESOTA

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in Minnesota.

Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act. Minnesota Rules 2860.4400(D) [revisor.leg.state.mn.us] prohibits a franchisor from requiring a franchisee to assent to a general release.

Item 17, summary columns for (v) and (w) are amended to add the following:

Minnesota Statute 80C.21 [revisor.leg.state.mn.us] and Minnesota Rule 2860.4400(J) [revisor.leg.state.mn.us] prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C [revisor.leg.state.mn.us]or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. e. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G) [revisor.mn.gov]. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5. [revisor.leg.state.mn.us].

NSF checks are governed by Minnesota Statute 60-5.113, which puts a cap of $30 on service charges.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ "**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Insufficient Funds**. Insufficient Funds checks are governed by Minnesota Statute 60-5.113, which puts a cap of $30 on service charges

3. **Transfer**. Section 12 of the Agreement is amended to add the following:

Our consent to the transfer of the franchise will not be unreasonably withheld. Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act. Minnesota Rules 2860.4400(D) [revisor.leg.state.mn.us] prohibits a franchisor from requiring a franchisee to assent to a general release.

4. **Expiration of this Agreement**. Section 13 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 180 days' notice of non-renewal of the Franchise Agreement.

5. **Termination**. Section 14 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure). Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act. Minnesota Rules 2860.4400(D) [revisor.leg.state.mn.us] prohibits a franchisor from requiring a franchisee to assent to a general release.

5. **Jurisdiction**. The following is added to Section 18:

Minn. Stat. Sec. 80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

6. **Waiver of Punitive Damages and Jury Trial**. Sections 18.10 and 18.11 are deleted in

their entirety.

7. **Limitation of Claims**. Section 18 is amended to add the following:

No action may be commenced for claims coming under Minnesota Law more than 3 years after the cause of action accrues.

9. **Injunctive Relief**. The Franchisee does not consent to the Franchisor obtaining injunctive relief for any matters coming under Minnesota Law; but the Franchisor may seek such injunctive relief.

10. **General Release**. Pursuant to Minn. Rule 2860.4400D the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Minnesota Franchise Act.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

NEW YORK ADDENDA

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF NEW YORK

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in New York.

The following information is added to the cover page of the disclosure document:

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, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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.

The following is added at the end of Item 3 of the disclosure document:

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.

The following is added to the end of Item 4 of the disclosure document:

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.

The following is added to the end of Item 5 of the disclosure document:

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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.

The following is added 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.

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

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

NORTH DAKOTA ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF NORTH DAKOTA

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in North Dakota.

The Summary column of Item 17 paragraph (c) of the disclosure document is modified to read as follows:

Give us at least 90 days' notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the "ND Law").

The Summary column of Item 17 paragraph (r) of the disclosure document is modified by adding the following at the end of the sentence:

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

The Summary column of Item 17 paragraph (u) of the disclosure document is amended by adding the following at the end of the paragraph:

Except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.

The Summary column of Item 17 paragraph (v) of the disclosure document is amended to read as follows:

Except for matters coming under the ND Law, litigation must be in Palm Beach County, Florida.

The Summary column of Item 17 paragraph (w) of the disclosure document is amended to read as follows:

Except for matters coming under the ND Law, the law of Florida (subject to state law).*

The Franchisee is not required to waive jury trial for any matters coming under ND Law.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ ("**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Grant of Successor Franchise**. You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "**ND Law**").

4. **Post-Term Competitive Restrictions**. Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

5. **Jurisdiction**. All matters coming under the ND Law may be brought in the courts of North Dakota.

6. **Waiver of Punitive Damages and Jury Trial**. Sections 18.10 and 18.11 of the Franchise Agreement are deleted in their entirety.

7. **Limitation of Claims**. The statute of limitations under ND Law applies to all matters coming under ND Law.

8. **Governing Law**. This Agreement will be governed by North Dakota law.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

RHODE ISLAND ADDENDA

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF RHODE ISLAND

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in Rhode Island.

The following sentence is added to Item 17 (v) and (w): A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF VIRGINIA

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in Virginia.

Item 17(h) of the disclosure document is amended to add the following language:

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 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.

WASHINGTON ADDENDA & RIDER

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ALC FRANCHISE, LLC
STATE OF WASHINGTON

The following is added to the disclosure document:

The Franchise Compliance Certificate is not applicable in Washington.

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

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

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling

franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ "**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Indemnification by You**: You will not be required to indemnify us for claims arising out of our own gross negligence, willful misconduct, fraud or strict liability.

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

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

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

4. **Use of Franchise Brokers**. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

WISCONSIN ADDENDA & RIDER

RIDER TO
ALC FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ALC FRANCHISE, LLC** ("**we**," "**us**" or "**our**"), and _____ ("**you**" or "**your**"), (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. In lieu of anything that may be contained in the body of the Agreement to the contrary, the Agreement is hereby amended to add the following provision:

> For all franchises sold in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between us and you inconsistent with the Law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Wisconsin law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you, on behalf of yourself and your owners, acknowledges that you have read and understand the contents of this State Rider, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this State Rider and be bound hereby. The parties have duly executed and delivered this State Rider to the Agreement on the Effective Date.

"**YOU**"	"**WE**"
	ALC FRANCHISE, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT H
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE COMPLIANCE CERTIFICATION

The Franchisee Compliance Certification is not applicable in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

THE COMPLIANCE CERTIFICATION SHOULD NOT BE COMPLETED OR SIGNED BY AND WILL NOT APPLY TO ANY FRANCHISEES AND FRANCHISES THAT ARE SUBJECT TO THE MARYLAND FRANCHISE REGISTRATION/DISCLOSURE LAWS.

THE ANDERSON LONGEVITY CLINIC®
FRANCHISEE COMPLIANCE CERTIFICATION

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.

As you know, ALC Franchise, LLC (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a franchised business (the "**Franchised Business**") that will manage a "**Anderson Longevity Clinic®**." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a.	_____,20____ Initials _____	The date of my first face-to-face meeting with any person to discuss the possible purchase of a franchise for a Anderson Longevity™ business.
b.	_____,20____ Initials _____	The date on which I received the Franchisor's Franchise Disclosure Document ("**FDD**").
c.	_____,20____ Initials _____	The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
d.	_____,20___ Initials _____	The date on which I signed the Franchise Agreement.

2. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to them?

   Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement and each Addendum and related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, as needed.)

   _____

_____

_____

4. Do you understand that the Franchise Agreement contains a number of provisions that may affect your legal rights, including those with respect to the Franchised Location or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

   Yes _____ No _____

5. Have you received and personally reviewed the FDD that was provided to you?

   Yes _____ No _____

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

   Yes _____ No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes _____ No _____

   If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

   _____

   _____

   _____

   _____

8. Have you reviewed the FDD and Franchise Agreement with an attorney, accountant, or other professional advisor and discussed the benefits and risks of establishing and operating the Franchised Business with these professional advisors?

   Yes _____ No _____

   If No, do you wish to have more time to do so?

   Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

   Yes _____ No _____

10. Has anyone speaking on the Franchisor's behalf made any statement or promise to you concerning the revenues, profits or operating costs of a Anderson Longevity Clinic® or Franchised Business operated by the Franchisor or its franchisees that is different from the information contained in the

FDD?

Yes _____ No _____

11. Has anyone speaking on the Franchisor's behalf made any statement or promise to you about the amount of money you may earn in operating the Franchised Business that is different from the information contained in the FDD?

Yes _____ No _____

12. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the total amount of revenue your Franchised Business will or may generate that is different from the information contained in the FDD?

Yes _____ No _____

13. Has anyone speaking on the Franchisor's behalf made any statement or promise regarding the costs you may incur in operating your Franchised Business that is different from the information contained in the FDD?

Yes _____ No _____

14. Has anyone speaking on the Franchisor's behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating Franchised Business?

Yes _____ No _____

15. Has anyone speaking on the Franchisor's behalf made any statement or promise, or made an agreement with you, concerning how much service and assistance the Franchisor will provide to you (for example, concerning advertising, marketing, training, and support) that is different from the information contained in the FDD?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

18. Do you understand that the territorial rights you have been granted are subject to limitations and exceptions?

Yes _____ No _____

19. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisor concerning the franchise rights for the Franchised Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes _____ No _____

20. If you have answered "Yes" to any of questions 10-19, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "no" to each of questions 9-19, then please leave the following lines blank.

_____
_____
_____
_____
_____
_____
_____
_____

21. Do you acknowledge and represent to Franchisor that (a) you or the entity that you form to be a franchisee will be the employer of all of your employees and will have sole discretion and authority to hire, fire, discipline, compensate and schedule working hours for, all of your employees; and (b) Franchisor and Franchisor's affiliates will have no control, or right to control, any of the employment actions or decisions in your business? *We recommend that you retain employment law counsel to advise you with your employment issues and questions.*

Yes _____ No _____

22. As you have reviewed Item 19 of the Disclosure Document, you understand that Item 19 does not contain any financial performance representations and therefore that Anderson Longevity Clinic® has not made any financial performance representations to me.

Yes _____ No _____

23. I reviewed the Franchise Disclosure Document, Franchise Agreement, Management Agreement and Waiver of Management Agreement with an attorney licensed in the state where the Anderson Longevity Clinic® will be located and who has experience in health care law, and this attorney has, to the best of my knowledge, provided me with adequate information to understand the federal, state and local laws that may impact this franchise.

Yes____ No _____

If no, we highly recommend you seek legal advice from an attorney in the state where the Anderson Longevity Clinic® will be located and who has experience in health care law. Do you wish to seek this advice?

Yes ____ No_____

24. I signed the Franchise Agreement and Addenda (if any) on _____, 20___, and

acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

25. I understand:

a. that this franchise business may be impacted by other risks, including those outside your or our control such as local, national or global economic, political or social disruption, such as the 2020 COVID-19 outbreak?

Yes ____ No_____

b. that such disruptions, and any preventative, protective, or remedial actions that federal, state, and local governments may take in response to a disruption may result in a period of business disruption, reduced customer demand, and reduced operations for Anderson Longevity Clinics®, and may require that we take actions that might not be contemplated under the Franchise Agreement?

Yes ____ No_____

c. the extent to which any such disruption impacts the Anderson Longevity™ system, and your franchise business, will depend on future developments which are highly uncertain and which we cannot predict?

Yes ____ No_____

26. During my negotiations and evaluations leading up to my decision to buy a Anderson Longevity Clinic® franchise, I communicated with the following individuals from Anderson Longevity™ or its affiliates, or independent brokers:

	Name	Address
1.	_____	
2.	_____	
3.	_____	

Signature Page Follows

Insert additional names and addresses below if needed.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

FRANCHISE APPLICANT

Signed_____

Printed Name_____
Date: _____, 20_____

EXHIBIT I
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

GENERAL RELEASE

RELEASE AGREEMENT

The following is our current general release agreement that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release agreement.

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on _____, 20___ (the "**Effective Date**"), by and between:

- ALC Franchise, LLC, a Florida limited liability company whose principal place of business is 13500 Sutton Park Dr. S, STE 504 Jacksonville, Florida 32224 ("**Franchisor**"); and

- _____ _____a [resident of] [corporation organized in] [limited liability company organized in] _____and having offices at _____ _____ [("**Franchisee**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated _____ (the "**Franchise Agreement**");

B. Franchisor and Franchisee have agreed, pursuant to the Franchise Agreement, [to renew or extend Franchisee's rights under the Franchise Agreement (the "**Renewal Transaction**")] [to permit a transfer or assignment of _____ pursuant to Section 12 of the Franchise Agreement (the "**Transfer Transaction**")], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. Release. Franchisee, its officers and directors, its owners, guarantors, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee and/or the Franchisee Group had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or management of the Franchised Business or the Anderson Longevity Clinic®. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes

of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement, the Franchised Business, or the Anderson Longevity Clinic®, but only to the extent such liability relates to actions occurring prior to the Effective Date. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

[Note for California Release – add the following:
Except as set forth herein, Franchisee Group expressly relieves and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, Franchisee Group expressly acknowledges that this Release is intended to include in its effect without limitation, all claims described in this paragraph which Franchisee Group does not know or suspect to exist in its favor at the time of execution hereof, and that this Release contemplates the extinguishment of any such claims.]

[Note for Maryland Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Maryland Franchise Registration and Disclosure Law."]

[Note for Minnesota Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Minnesota Franchises Law."]

[Note for Washington Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Washington Franchise Investment Protection Act."]

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release may be signed in counterparts. This Release shall take effect upon its approval and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5 The parties agree that all actions arising under this Release must be commenced in the state or federal court of general jurisdiction in which we have our principal place of business at the time the action

is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Release shall be interpreted and construed under the laws of the State of Georgia. In the event of any conflict of law, the laws of the State of Georgia shall prevail (without regard to, and without giving effect to, the application of Georgia conflict of law rules).

2.6. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.7. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
ALC Franchise, LLC	
a Florida limited liability company	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT J
TO THE ANDERSON LONGEVITY CLINIC® FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES AND RECEIPTS

State Effective Dates

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

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.

State	Effective Date
California	None
Hawaii	None
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	March 10, 2026
Minnesota	None
New York	None
North Dakota	None
Rhode Island	None
South Dakota	None
Virginia	Pending
Washington	None
Wisconsin	None

RECEIPT

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

If ALC Franchise, LLC ("Anderson Longevity") offers you a franchise, Anderson Longevity must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

The franchisor is ALC Franchise, LLC, 13500 Sutton Park Dr. S STE 504 Jacksonville, Florida 32224. Its telephone number is: (904) 874-5775.

Issuance date: **March 10, 2026**

Anderson Longevity franchise sellers involved in offering and selling the franchise are Dr. Brian D. Anderson, 13500 Sutton Park Dr. S, STE 504 Jacksonville, Florida 32224, (904) 874-5775, or as listed below, or will be provided to you separately before you sign a franchise agreement:

_____.

ALC Franchise, LLC authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated **March 10, 2026.** This disclosure document included the following exhibits:

A FINANCIAL STATEMENTS
B FRANCHISE AGREEMENT
C AREA DEVELOPMENT ADDENDUM
D LIST OF CURRENT AND FORMER FRANCHISEES
E LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
F TABLE OF CONTENTS FOR OPERATIONS MANUAL
G STATE-SPECIFIC FDD, FRANCHISE AGREEMENT ADDENDA & RIDERS
H FRANCHISEE COMPLIANCE CERTIFICATION
I GENERAL RELEASE
J STATE EFFECTIVE DATES AND RECEIPTS

_____
Prospective Franchisee

_____
Name (please print)
Address:_____

RECEIPT

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

If ALC Franchise, LLC ("Anderson Longevity") offers you a franchise, Anderson Longevity must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

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I GENERAL RELEASE
J STATE EFFECTIVE DATES AND RECEIPTS

_____
Prospective Franchisee

_____
Name (please print)
Address:_____

Please sign and date both copies of this receipt. Keep one copy (the previous page) for your records, and return one copy (this page) by email at Info@AndersonLongevityClinic.com or by U.S. Mail addressed to ALC Franchise, LLC, ATTN: Dr. Brian D. Anderson, 13500 Sutton Park Dr. S STE 504 Jacksonville, Florida 32224.