

## FRANCHISE DISCLOSURE DOCUMENT



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

The total investment necessary to begin operation of a franchised Any Lab Test Now Stand-Alone business is \$171,400 to \$298,400, which includes \$62,000 that must be paid to the franchisor. If you sign a Multi-Unit Development Agreement to develop two to three Stand-Alone businesses, the total investment necessary to begin developing your businesses, including the total investment for your first Stand-Alone business, is between \$191,837.50 to \$318,837.50, which includes \$82,437.50 to \$102,875 that must be paid to the franchisor.

The total investment necessary to begin operation of a franchised Any Lab Test Now Micro Market business is \$60,025 to \$232,525 which includes \$34,700 that must be paid to the franchisor. If you sign a Multi-Unit Development Agreement to develop two to three Micro Market Businesses, the total investment necessary to begin developing your businesses, including the total initial investment for your first Micro-Market Business, is between \$70,225 and \$252,925, which includes \$44,900 to \$55,100 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive 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 government agency has verified the information contained in this document.

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

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

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

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

Issuance Date: April 30, 2025

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider About *This* Franchise

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

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

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

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## **ITEM 1**

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

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

#### **The Franchisor**

Any Test Franchising, LLC is a Georgia limited liability company. We were incorporated under Georgia law on September 20, 2004 under the name Any Test Franchising, Inc. On August 16, 2024, we converted our entity to a limited liability company and changed our name to Any Test Franchising, LLC. We do not do business under any other name. Our principal business address is 303 Perimeter Center North, Suite 575, Atlanta, Georgia, 30346. Our agents for service of process are disclosed in Exhibit D to this disclosure document. We do not operate any Any Lab Test Now businesses, we have never offered franchises in any other line of business, and we are not engaged in any other business activity. As of December 31, 2024, there were 237 Any Lab Test Now businesses in operation.

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

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

Our affiliate, ALTN Houston, LLC, which is owned by some of our principal officers, operated seven Any Lab Test Now businesses as of December 31, 2024, which we refer to in this disclosure document as “Affiliate-Operated Businesses”. ALTN Houston, LLC does not offer franchises in any line of business or provide products or services to our franchisees.

ARCpoint Group LLC (“ARCPoint Group”), a Delaware corporation with a principal business address of 101 North Main Street, Suite E, Greenville, South Carolina 29601 provides clinical authority, administrative, customer service, software as a service, data management, bill facilitation, general purchasing and other services to our franchisees.

Our affiliate, ARCpoint Franchise Group, LLC (“AFG”) is a South Carolina limited liability company that shares our principal business address. From July 2005 until January 2010, AFG offered franchises under the “AccuDiagnostics” name and mark that offered drug, alcohol, and paternity DNA testing. Since January 2010, AFG has offered franchises under the “ARCpoint Labs” name and mark that provide lab screening and testing services and other related services to commercial businesses and consumers. During the initial response to the COVID-19 pandemic, AFG offered a temporary license program for mobile and drive-through testing for COVID-19, but AFG no longer offers this program. As of December 31, 2024, there were 123 franchised ARCpoint Labs businesses in operation.

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

## **The Franchised Business**

### Single Unit Franchise

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

Any Lab Test Now businesses specialize in the collection of blood, urine, saliva, and other human specimens for lab testing analysis, and administer certain types of approved injections and immunizations. Approved point-of-care testing may also be provided in states that allow Clinical Laboratory Improvement Amendments (“CLIA”) waived testing.

Any Lab Test Now businesses are required to utilize approved services from our required or preferred lab testing partners, which will perform the analysis of the collected test samples for customers. A lab employed courier will pick up test samples on a daily basis or specimens will be shipped. Any Lab Test Now businesses only accept checks, cash and credit cards as payments and may not accept any insurance claims, Medicare or Medicaid payments.

Any Lab Test Now businesses operate under our uniform standards, procedures, and specifications that incorporate our unique methods and high standards of service, including valuable know-how, information, confidential information, training, sources and specifications, methods of Internet usage, and research and development, as may from time to time be added to, changed, modified, withdrawn, or otherwise revised by us (the “System”). The distinguishing characteristics of the System include our confidential operating procedures, the operations manual (“Manual”), the Marks (as defined below), and the standards and specifications for equipment, products and services, signage, methods of service, management and marketing programs, and sales techniques and strategies. We have the right to change or otherwise modify the System and add, modify, or delete any of our approved services and products at any time.

Any Lab Test Now businesses are identified by our proprietary trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, slogans, drawings, and other commercial symbols now or in the future associated with the System, whether or not they are registered, including, but not limited to, the “Any Lab Test Now” mark (collectively, the “Marks”).

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

### Multi-Unit Development Program

Under the Multi-Unit Development Program, we assign a number of geographic locations (“MUD Areas”) within which you must open and operate a minimum of two Any Lab Test Now businesses within a specified period of time (“MUD Schedule”). The locations for the Any Lab Test Now businesses required



to be opened will be mutually agreed upon by you and us and will be based on the size of the various market and other demographic and economic factors. If you elect to participate in and are approved for this program, you will execute a Multi-Unit Development Agreement (the “MUD Agreement”) in the form attached as Exhibit C to this disclosure document, which will describe your MUD Areas and the MUD Schedule. You will also pay the MUD Fee that is described in Item 5 when you sign the MUD Agreement. As of December 31, 2024, 54% of our franchised Any Lab Test Now businesses are multi-unit operations.

When you sign the MUD Agreement, you will also sign the Franchise Agreement attached as Exhibit B to this disclosure document for your first Any Lab Test Now business. You must sign our then-current form of Franchise Agreement for each additional Any Lab Test Now business that you open under the terms of the MUD Agreement, which may not be the same as the Franchise Agreement that is attached to this disclosure document and may have materially different terms. You may not sign a Franchise Agreement for an Any Lab Test Now business until we have complied with any applicable waiting periods prescribed by law, and you will not be a franchisee entitled to operate an Any Lab Test Now business until we sign the Franchise Agreement for that particular business.

## **The Market and Competition**

Any Lab Test Now businesses offer their services to the general public. You may have to compete with other businesses including ARCpoint Lab businesses owned by our affiliate, AFG, and other franchised operations, national chains, and independently owned businesses offering similar services to customers. The market for lab services is developed and highly competitive and is focused on individuals needing testing through a prescription ordered by their physician.

## **Regulations**

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

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

Occupational safety and health regulations (OSHA) safety requirements must be strictly adhered to in the handling and disposal of all blood, urine or other human specimens. Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open an Any Lab Test Now business. For example, a permit, license, or minimum training of one year or longer may be required in your state before you can perform the actions and services of a phlebotomist. Prior to signing the Franchise Agreement, you should verify that you will be able to obtain all necessary permits and licenses in order to operate the Business in your state or county. You must verify with your state the specific rules and regulations for this requirement.

**ITEM 2**  
**BUSINESS EXPERIENCE**

**EMPLOYEES OF ANY TEST FRANCHISING, LLC**

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

Clarissa Bradstock has been our Chief Executive Officer and Director since March 2014. She has also served as a Member of the Board of Directors of Cresso Brands since August 2024. From July 2013 to March 2014, she served as our Acting Chief Executive Officer. From June 2007 to July 2013, Ms. Bradstock served as our Chief Operating Officer. She has also served as Chief Executive Officer of ALTN Houston, LLC since December 2013. All positions have been held in Atlanta, Georgia.

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

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

**EMPLOYEES OF CRESSO BRANDS, LLC**

**Kelly Cromptvoets, Director and Chief Marketing Officer**

Kelly Cromptvoets has served as a Member of the Board of Directors of Cresso Brands since August 2024, as Chief Marketing Officer for Cresso Brands since March 2025, and as Interim President of AFG since March 2025. She served as our Vice President of Marketing from October 2021 to February 2025. From November 2012 to April 2021, she served in various roles for Home Franchise Concepts, LLC including as Vice President of Marketing from August 2016 to January 2018, Vice President of Franchise Relations from February 2018 to February 2020 and Vice President of Operations - Budget Blinds from February 2020 to April 2021. Ms. Cromptvoets has held each of these positions in Anaheim Hills, California.

**Richard Sean Hart, Vice President of Franchise Development**

Richard Sean Hart has been our Vice President of Franchise Development since January 2025 in Hoover, Alabama. He also has served as Vice President of Franchise Development for AFG since January 2025 in Hoover, Alabama. From March 2022 to December 2024, he served as Vice President of Franchise Development for ABCSP, LLC in Rosewell, California. From February 2016 to March 2022, he served as Vice President of Franchise Development for AFC Franchising LLC in Birmingham, Alabama.

**Lynn Brewer, Franchise Development Director**

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

### **Haigen Mirando, Franchise Development Director**

Haigen Mirando has served as our Franchise Development Director since April 2025 in Greenville, South Carolina. He also has served as AFG's Franchise Development Director since August 2017 in Greenville, South Carolina.

### **John Constantine, Director**

John Constantine has served as a Member of the Board of Directors of Cresso Brands in Greenville, South Carolina since August 2024. He also has served as Chief Executive Officer of ARCpoint Group LLC since October 2022, as Chief Executive Officer of ARCpoint Corporate Labs, LLC since July 2020 and as Chief Executive Officer of AFG Services since September 2020. Since February 2016, he has been the Principal and Owner of John A. Constantine Consulting in Atlanta, Georgia. Mr. Constantine has served on the Board of Directors for Africa New Life Ministries since January 2022 in Portland, Oregon. He has also served as the Founder of Umubano Group in Greenville, South Carolina since January 2019. From August 2024 to April 2025, he served as AFG's Chief Strategic Officer in Greenville, South Carolina. From November 2018 to August 2024, he served as AFG's Chief Executive Officer. From February 2017 to November 2018, he served as AFG's Chief Operating Officer.

### **Richard Simeone, Director**

Richard Simeone has served as a Member of the Board of Directors of Cresso Brands in Ft. Myers, Florida since August 2024. He has served as General Counsel of LTP Management Group, Inc. and as an Attorney for Richard A. Simeone, P.A. in Ft. Myers, Florida since March 2000.

## **ITEM 3 LITIGATION**

### **Government Action**

In October 2012, the Division of Securities and Retail Franchising ("Division") for the Commonwealth of Virginia began an investigation into our compliance with the provisions of the Virginia Retail Franchising Act ("Act") (Matter No. SEC-2013-00017). We supplied all of the requested information. In response, the Commonwealth alleged that we and Joe Neely, our former CEO, violated the Act. We denied these allegations and offered a settlement to the Commonwealth. As part of the settlement offer, we neither admitted nor denied the various allegation of the Division, but agreed to pay to the Commonwealth \$30,000 in penalties, plus \$5,000 for the costs of the investigation. We also offered to provide notice of the settlement to franchisees in the Commonwealth and agreed not to violate the Act in the future. The Division recommended that the State Corporation Commission accept our offer of settlement. On October 29, 2013, a Settlement Order was entered in accordance with these terms. This case has been closed.

Other than the above action, no litigation is required to be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

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

## ITEM 5 INITIAL FEES

### Single Unit Franchise

You must pay us an Initial Franchise Fee of \$54,500 for a Stand-Alone Business and \$27,200 for a Micro Market Business when you sign the Franchise Agreement. We offer a reduced Initial Franchise Fee for existing franchisees opening an additional Business as follows:

Stand-Alone Businesses	Micro Market Businesses
Second and Third Businesses: \$40,875	Second and Third Businesses: \$20,400
Fourth, Fifth and Sixth Businesses: \$34,000	Fourth, Fifth and Sixth Businesses: \$16,878
Seventh and Additional Businesses: \$27,200	Seventh and Additional Businesses: \$13,600

The Initial Franchise Fee is fully earned upon payment, and there are no refunds under any circumstances.

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

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

During our last fiscal year, which ended on December 31, 2024, the Initial Franchise Fees paid ranged from \$5,450 (for the ARCPoint franchisee incentive program) to \$40,000. The factors that influenced our decision to adjust the Initial Franchise Fee included the number of locations to be opened by the franchisee, additional location discounts for existing franchisees, the length of time the franchisee had been associated with an affiliate of ours, and the size of the Territory (as defined in Item 12). We reserve the right to take these and other factors into consideration when offering adjustments to the Initial Franchise Fee in the future.

### MUD Agreement

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

## Incentive Program for ARCpoint Labs Franchisees

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

### ITEM 6 OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee	Payable as follows: 7% of Gross Revenue per month with a minimum of \$500 per month (Note 2)	Payable by ACH by the 15th day of each month for the previous calendar month.	Beginning the first full month after your Business opens. Fees will be collected electronically by ACH.
Doctor Referral Fee	Up to \$2 per requisition and/or injection	Payable quarterly by ACH and due by the 15th day of the following month for the previous quarter.	Most tests performed by Any Lab Test Now businesses must be ordered by a physician. We may provide the physician, but you will be required to pay the per-test or per-injection Doctor Referral Fee. If the business is owned by a physician or recruits its own physician, then that physician can refer the test and forgo the Doctor Fee with our prior approval.
Technology Fee	\$350	Payable by ACH by the 15th day of each month for the previous calendar month.	The Technology Fee covers ongoing staff support and maintenance of technology systems. We have the right to increase the Technology Fee; however, the Technology Fee shall not exceed \$600 per month.
National Marketing Fund	Currently 2% of Gross Revenue per month. We may increase this to 3% of Gross Revenue.	Payable by ACH by the 15th day of each month for the previous calendar month.	See Item 11 for additional information regarding the National Marketing Fund.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Local Advertising Requirement	\$2,000 per month (Stand-Alone Business); \$750 per month (Micro Market Business)	Monthly	You are required to spend this amount on local marketing, promotion and advertising of your Business. If you fail to meet the Local Advertising Requirement, then you must pay us the difference between what you spent during an applicable month and the Local Advertising Requirement, which we will contribute to the National Marketing Fund.
Advertising Cooperative/ Multi-Area Marketing	1% to 3% of Gross Revenue, if implemented in your market area	Payable monthly by ACH or check due by the 21st day of the month for the previous calendar month.	At this time, there are no Advertising Cooperatives in effect. We reserve the right to implement cooperatives and/or multi-area marketing in other markets in the future. We will have no control on any fees imposed by such cooperatives.
Initial Training for Additional Persons	\$200 per person per day	As incurred	These fees are only incurred if more than three people attend the Initial Training, although we may elect to waive this fee.
Additional Assistance / Onsite Training at Your Location	\$500 per day (two day minimum) plus travel and living expenses (Note 3)	As incurred	Additional charges only incurred for at-location assistance.
Conference or Refresher Training Fees	\$99 to \$350 per person attending	As incurred	Payable before you attend the conference. You are also responsible for all travel and living expenses for you and your employees who attend.
Operations Visit Cancellation Fee	Actual Cost	As Incurred	If you unilaterally cancel or re-schedule your operations team visit, which will take place within 30 days after opening, then you must pay direct costs and expenses incurred by us at the point of your cancellation.
Transfer Fee (Franchise Agreement)	\$0 - \$7,500 plus any broker / commission fee owed to a broker or consultant (Note 4)	Prior to acceptance of transfer	Payable before you transfer your Franchise Agreement.
Transfer Fee (MUD Agreement)	\$7,500	Prior to acceptance of transfer	Payable before you transfer your MUD Agreement.
Audit	Cost of audit plus 1.5% interest per month on understatement	30 days after billing	We pay all audit costs unless the audit shows an understatement of at least 2% of Gross Revenue for any month.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Late Payment/ Interest	\$100 or 5% per occurrence plus 1.5% interest per month (or, if lower, the maximum interest rate allowed by applicable law)	30 days after due date	Payable on late payments.
Insufficient Funds Fee	Currently, \$100 or 5% of the amount due, whichever is greater	Upon demand	Payable if any attempted payment you make to us is returned for insufficient funds.
Costs of Collection	As incurred	Upon demand	You must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees that we incur in connection with your failure to make any required payments
Legal Costs	As incurred	Upon demand	In a legal proceeding between you and us, the prevailing party is entitled to recover from the losing party reasonable attorneys' fees, court costs and expenses.
Insurance	Reimbursement of insurance premiums plus a 20% administrative fee	Upon demand	Payable if you fail to obtain or provide proof of required insurance and we obtain such insurance on your behalf.
Indemnification	As incurred	Upon demand	You must indemnify and defend us from liabilities arising from your operation of the business or use of our Marks and System in violation of the Franchise Agreement. Liabilities include without limitation accountants, attorney, and expert witness fees, investigation costs, courts costs, and other litigation expenses.
Renewal Fee	\$10,000	30 days prior to renewal	Payable if you renew your franchise for an additional 10-year term.
SOCI – Social Media and Local Directory Listings Management	Initial annual fee is \$300 (currently), although the vendor may increase this fee in the future	Annually by the end of May	Required fee for SEO directory listings management. We pay this fee to the vendor.
Constant Contact License Fee	Currently, \$15 per month and we cover the cost	Monthly	We pay this fee to the vendor. We may pass this charge to you on 60 days' notice, and the vendor may increase this fee in the future.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Liquidated Damages	Average monthly Royalty Fee owed over the 12 month period prior to termination multiplied by the lesser of 36 months or the number of months remaining in the term of the Franchise Agreement	Upon demand	Payable if we terminate the Franchise Agreement due to your default.

### NOTES

(1) Unless otherwise noted, all of the fees or charges described in this Item derive from the Franchise Agreement and are non-refundable, payable to us, and generally are uniformly imposed on all franchisees receiving this offering. However, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee. We require electronic withdrawal of monthly fees and payments from your bank account. The Any Lab Test Now Businesses operated by Any Test, P.C. (“ATPC”), as described in Item 20, were in existence prior to the launch of our franchise program and are not required to pay fees to us.

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

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

(4) You do not have to pay a Transfer Fee if you transfer your Business to a corporation or limited liability company in which your owners are the majority owners, or if you transfer your Business to an adult child, parent, sibling, or spouse of an owner. You will pay a reduced Transfer Fee of \$3,750 if you transfer your interest in the Franchise Agreement to another approved franchisee of ours. If the transfer includes a prospective franchisee introduced by a broker or a consultant, the Transfer Fee you pay will include any commission and/or other payment owed to the broker or consultant.



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

**TABLE 1**

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

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

<b>Type of Expenditure</b>	<b>Amount (Low)</b>	<b>Amount (High)</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Miscellaneous Opening Costs (Note 9)	\$550	\$3,600	As incurred	Prior to opening	Suppliers, Utilities, Insurance Agencies, etc.
Opening Inventory (Note 10)	\$1,000	\$3,000	As incurred	Prior to opening	Approved Suppliers
Grand Opening Marketing Expenditure	\$3,000	\$3,000	As incurred	Prior to opening	Suppliers and Approved PPC Provider
Computer Equipment, Software, and Telephone System (Note 12)	\$1,350	\$3,900	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds (Note 13)	\$30,500	\$45,500	As incurred	As incurred	Suppliers, Utilities
<b>TOTALS (Note 14)</b>	<b>\$171,400</b>	<b>\$298,400</b>			

**TABLE 2**

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

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

<b>Type of Expenditure</b>	<b>Amount (Low)</b>	<b>Amount (High)</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Décor Items (Note 4)	\$2,000	\$6,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Insurance	\$2,500	\$7,500	As determined by Insurance Company	Prior to opening or as arranged with Insurance Company/Agent	Insurance Company/Agent
Medical Supplies (Note 5)	\$500	\$1,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Lab Equipment (Note 6)	\$800	\$1,600	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Signage (Note 7)	\$1,000	\$4,000	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Legal & Accounting Fees (Note 8)	\$200	\$2,400	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Miscellaneous Opening Costs (Note 9)	\$550	\$1,600	As incurred	Prior to opening	Suppliers, Utilities, Insurance Agencies, etc.
Opening Inventory (Note 10)	\$1,000	\$3,000	As incurred	Prior to opening	Approved Suppliers
Grand Opening Marketing Expenditure (Note 11)	\$3,000	\$3,000	As incurred	Prior to opening	Suppliers and Approved PPC Provider
Computer Equipment, Software and Telephone System (Note 12)	\$1,525	\$3,075	As determined by Vendors	Prior to opening or as arranged with Vendors	Vendors
Additional Funds (Note 13)	\$7,250	\$28,250	As incurred	As incurred	Suppliers, Utilities
<b>TOTALS (Note 14)</b>	<b>\$60,025</b>	<b>\$232,525</b>			

#### NOTES

- (1) Initial Franchise Fee and Initial Training Fee. Your Initial Franchise Fee and Initial Training Fee will be due upon signing the Franchise Agreement and are fully earned upon payment. As noted in Item 5, we reduce the Initial Franchise Fee for qualifying existing franchisees opening an additional Business. We will not refund the Initial Franchise Fee, the Initial Training Fee, or any other fees under any circumstances.

- (2) Rent or Real Estate and Improvements. If you do not own adequate space for an approved site, you must lease the space for your Business. Generally, this will include first and last months' rent, plus a security deposit. Typical locations for Businesses are retail strip centers, shopping centers with large anchor stores or on streets with heavy traffic traveling to malls and office buildings. The typical size of a Business is 550 to 1,500 square feet. The terms and conditions of all agreements relating to the purchase, lease, and alteration of the property will be negotiated by all involved parties; however, we require you to include certain lease provisions. The costs will vary widely and may be significantly higher than projected in this table depending on such factors as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Business.
- If you operate a Micro Market Business, in limited circumstances, we may permit you to locate your unit inside an existing, approved business that complements the Any Lab Test Now brand.
- (3) Office Furniture, Fixtures & Equipment. This includes a fax machine, copier, calculator, office chair, trash can, file cabinet, microwave, safe, cash box, time clock, two refrigerators, paper shredder, two storage carts, etc.
- (4) Décor Items. Decorations may include the designated "look" and "feel" of Any Lab Test Now businesses including desk, dividers, branded artwork and promotional signage, clock, etc.
- (5) Medical Supplies. You will need to purchase latex gloves, instant urine screen devices for drugs of abuse, influenza vaccinations and butterfly needles, and other disposable items.
- (6) Lab Equipment. Equipment includes one or more phlebotomist's chairs.
- (7) Signage. Signage will vary from location to location based upon local ordinances and standards set by your landlord and the type of unit you operate. The costs include, but are not limited to, exterior signs. All signs must be pre-approved by us prior to your purchasing them for the lab.
- (8) Legal & Accounting Fees. These fees will be paid by you in order to hire an attorney and an accountant to assist with the formation of your legal entity, to review this disclosure document and to review your proposed lease agreement.
- (9) Miscellaneous Opening Costs. Includes other deposits, utility costs, telephone, Internet, and communications costs and incorporation fees.
- (10) Opening Inventory. You must purchase an initial inventory of office supplies; which include: paper, pens, pencils, stapler, scissors, tape, post-it notes, rubber bands, paper supplies, cleaning supplies, brooms, dustpan, mop and bucket, wastebaskets and miscellaneous items.
- (11) Grand Opening Marketing Expenditure. You must spend at least \$3,000 on advertising and marketing in your Territory prior to and during the first three months of operation of your Business in conjunction with a grand opening marketing campaign. Any amounts spent on pay-per-click promotions during the first three months of operation will not be counted toward the minimum Grand Opening Marketing Expenditure.
- (12) Computer Equipment, Software, and Telephone System. While we do not require any specific vendors for computer, Internet connectivity, and communications equipment, we require that you meet certain minimum standards established periodically in the Manual. You will be required to purchase a PC or Mac as specified in the Manual for use in the operation of your Business. This will include a monitor, keyboard, mouse and printer. You will be required to purchase software as described in the Manual. If you plan to participate in serving clients who use FormFox, or eScreen an iPad with specifications for e-signature and a bar code scanner will be required. This estimate also includes a two-line phone system as well as two telephones with voicemail.

- (13) **Additional Funds.** This estimates your initial start-up expenses for an initial three-month period, including payroll costs, payments to physicians to perform certain services for which a licensed doctor must perform, local advertising, and other miscellaneous costs and does not include any revenue generated by the operation of your Business.
- (14) **Totals.** We relied on more than 30 years of experience by ATPC and our 17 years of experience in the laboratory services business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing arrangements for you. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate your Business, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

**TABLE 3**  
**YOUR ESTIMATED INITIAL INVESTMENT**  
**UNDER THE MUD AGREEMENT FOR TWO TO THREE STAND-ALONE BUSINESSES**

<b>Type of Expenditure</b>	<b>Amount (Low)</b>	<b>Amount (High)</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
MUD Fee (Note 1)	\$74,937.50	\$95,375	Lump sum	Upon signing First Franchise Agreement and MUD Agreement	Us
Initial Investment for 1st Stand-Alone Business Minus the Initial Franchise Fee (Note 2)	\$116,900	\$243,900	As indicated in Item 7 chart above	As indicated in Item 7 chart above	As indicated in Item 7 chart above
<b>TOTALS (Note 3)</b>	<b>\$191,837.50</b>	<b>\$339,275</b>			

**TABLE4**

**YOUR ESTIMATED INITIAL INVESTMENT  
UNDER THE MUD AGREEMENT FOR TWO TO THREE MICRO MARKET BUSINESSES**

<b>Type of Expenditure</b>	<b>Amount (Low)</b>	<b>Amount (High)</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
MUD Fee (Note 1)	\$37,400	\$47,600	Lump sum	Upon signing First Franchise Agreement and MUD Agreement	Us
Initial Investment for 1st Micro Market Business Minus the Initial Franchise Fee (Note 2)	\$32,825	\$205,325	As indicated in Item 7 chart above	As indicated in Item 7 chart above	As indicated in Item 7 chart above
<b>TOTALS (Note 3)</b>	<b>\$70,225</b>	<b>\$252,925</b>			

**NOTES**

- (1) You will pay the MUD Fee if you agree to develop a minimum of two Any Lab Test Now businesses as further noted in Item 5. The MUD Fee is calculated as the sum of: (i) the full Initial Franchise Fee for the first Any Lab Test Now business (\$54,500 for a Stand-Alone Business or \$27,200 for a Micro Market Business); and (ii) 50% of the Initial Franchise Fee for each additional Any Lab Test Now business that you agree to develop under the MUD Agreement (\$20,437.50 for a Stand-Alone Business or \$10,200 for a Micro Market Business). As noted in Item 5, we offer a reduced Initial Franchise Fee for existing franchisees opening an additional Business as follows: Stand-Alone Businesses (i) \$40,875 for businesses 2 and 3, (ii) \$34,000 for businesses 4 through 6, and \$27,200 for businesses 7 and beyond; and Micro Market Businesses (i) \$20,400 for businesses 2 and 3, (ii) \$16,878 for businesses 4 through 6, and (iii) \$13,600 for businesses 7 and beyond.
- (2) Multi-Unit Developers will incur the expenses listed in the preceding Item 7 chart for their first Any Lab Test Now business, minus the Initial Franchise Fee for the that business since that fee is covered by the MUD Fee.
- (3) The Total Estimated Initial Investment for the MUD Agreement includes the MUD Fee you must pay at the time you enter into the MUD Agreement as well as estimated range of fees you will incur to open and operate your first Any Lab Test Now business for a period of three months.

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

**General**

We require that you establish and operate your Business in compliance with your Franchise Agreement. You must strictly follow our product and service specifications detailed in the Manual we provide to you or other written materials from us, which we may modify from time to time, and which may be in print or electronic format. We require you to use an electronic version of the Manual and will require

you to access the document using the Internet or an intranet created and supported by us. Our standards and specifications have been prescribed in order to maintain a uniform standard of high quality, value, customer recognition, advertising support and availability to be furnished to the public in connection with our Marks. In operating the Business, all products and supplies must conform to our standards and specifications which have been established through years of experience. In the future, we may modify our product and service specifications.

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

## **Required Purchases**

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

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

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

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

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

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

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

You must purchase the MALT point of sale scheduling and results portal and related services from our affiliate, ARCpoint Group. ARCpoint Group is also an approved supplier of clinical authority and oversight services, administrative, customer service, software as a service, data management. In our last fiscal year ARCpoint Group did not earn any revenue from the sale of products or services to our franchisees.

We reserve the right to receive revenue or other material consideration from any third-party suppliers as a result of purchases by you or any other franchisee. For the year ending December 31, 2024, we received revenue of \$280,383 as a result of franchisees' purchases of goods and/or services, which is 4.4% of our total revenue of \$6,301,175, as noted in our audited financial statements included as an exhibit to this disclosure document.

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

John Constantine, who is a member of the Board of Directors of Cresso Brands, is an owner of ARCpoint Group, which is an approved technology supplier to Any Lab Test Now businesses. Our officers do not own interests in any other approved suppliers of products and services to our franchisees.

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

### **Approval of Suppliers**

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

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

### **Insurance**

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



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

B. General Liability Occurrence Based - \$1,000,000 per occurrence, \$3,000,000 aggregate (per location) for bodily injury and property damage, including broad from contractual liability. Coverage must insure you, and name us as an additional insured against all claims, suits, obligations, liabilities, and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of the Business. The policy must also stipulate that we shall receive a statutory notice of cancellation;

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

D. Data Breach coverage in an amount not less than \$500,000 insuring both you and us, against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged data breach or cybercrimes relating to the use or condition of the Business. The policy must also stipulate that we shall receive a 30-day prior written notice of cancellation;

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

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

G. Non-Owned Automobile Liability, having limits no less than \$1,000,000 and no less than required under your state's laws; and

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

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

**ITEM 9**  
**FRANCHISEE'S OBLIGATIONS**

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

	<b>Obligation</b>	<b>Section in Franchise Agreement and MUD Agreement</b>	<b>Disclosure Document Item</b>
a	Site selection and acquisition/lease if any	Franchise Agreement: Sections 10.01 & 10.02 MUD Agreement: Not Applicable	Items 7, 8, 11 and 12
b	Pre-opening purchases/leases	Franchise Agreement: Sections 10.02 & 12.06 MUD Agreement: Not Applicable	Items 5, 7, 8 and 11
c	Site development and other pre-opening requirements	Franchise Agreement: Sections 10.03 and 10.04 MUD Agreement: Not Applicable	Items 7, 8 and 11
d	Initial and ongoing training	Franchise Agreement: Sections 5.03 & Section 8 MUD Agreement: Not Applicable	Items 5, 6, 7 and 11
e	Opening	Franchise Agreement: Section 10.04 MUD Agreement: Not Applicable	Item 11
f	Fees	Franchise Agreement: Sections 5, 9.06 & 9.07 MUD Agreement: Section IV	Items 5, 6 and 7
g	Compliance with standards and policies/operating Manual	Franchise Agreement: Sections 2.02, 10.03, 12.02, 12.06, 12.07, 12.11, & 12.12 MUD Agreement: Not Applicable	Items 8 and 11
h	Trademarks and proprietary information	Franchise Agreement: Section 6 & 7 MUD Agreement: Not Applicable	Items 13 and 14
i	Restrictions on products and services offered	Franchise Agreement: Sections 12.05 MUD Agreement: Not Applicable	Items 8, 11, 12 and 16
j	Warranty and customer service requirements	Franchise Agreement: Sections 8 and 12 MUD Agreement: Not Applicable	Not Applicable
k	Territorial development	Franchise Agreement: Section 4 and Attachment I MUD Agreement: Sections I and II	Item 12
l	Ongoing Product and Service purchases	Franchise Agreement: Sections 12.06 & 12.07 MUD Agreement: Not Applicable	Items 6 and 8
m	Maintenance, appearance and remodeling requirements	Franchise Agreement: Section 12.12 MUD Agreement: Not Applicable	Items 8, 11
n	Insurance	Franchise Agreement: Section 12.10 MUD Agreement: Not Applicable	Items 6, 7 and 8
o	Advertising	Franchise Agreement: Section 9 MUD Agreement: Not Applicable	Items 5, 6, 7, 8 and 11
p	Indemnification	Franchise Agreement: Sections 12.14 & 17.02 MUD Agreement: Section IX.B	Item 6

	<b>Obligation</b>	<b>Section in Franchise Agreement and MUD Agreement</b>	<b>Disclosure Document Item</b>
q	Owner's participation/management staffing	Franchise Agreement: Sections 12.03 MUD Agreement: Not Applicable	Items 11 and 15
r	Records and reports	Franchise Agreement: Section 11 MUD Agreement: Not Applicable	Items 1, 6, 11 and 17
s	Inspection and audits	Franchise Agreement: Sections 11.04 & 12.04 MUD Agreement: Not Applicable	Items 6 and 11
t	Transfer	Franchise Agreement: Section 14 MUD Agreement: Section VI	Item 6 and 17
u	Renewal	Franchise Agreement: Section 3 MUD Agreement: Not Applicable	Item 17
v	Post-termination obligations	Franchise Agreement: Section 13 MUD Agreement: Section VII	Item 17
w	Non-competition covenants	Franchise Agreement: Sections 7.03, 15.01 and Attachment V MUD Agreement: Not Applicable	Items 15 and 17
x	Dispute resolution	Franchise Agreement: Section 16 MUD Agreement: Section VIII	Item 17

## **ITEM 10 FINANCING**

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

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

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

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

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

2. Provide advice about selecting and analyzing a site for the Business. Your site must be at least 550 to 1,500 square feet. Site selection is your responsibility, but we must approve your selection and we will assist you in the location selection process by considering population density, traffic patterns, demographics, and proximity of the proposed site to other Any Lab Test Now businesses or any other reasonable criteria. You must complete our form of site description and deliver any traffic, competition, demographic and similar site information related to the proposed site that we reasonably request. The Franchise Agreement does not contain a time limit for us to approve or disapprove a site. The Franchise Agreement cannot be terminated for failure to agree on site selection and we will not unreasonably withhold approval. (See Section 10.01 of the Franchise Agreement.)

3. Provide a general outline on what you should consider in looking to lease or purchase a location for your Business. It is not our practice to own locations and lease them back to franchisees. (See Section 10.01 of the Franchise Agreement.)

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

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

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

1. Offer you a reasonable amount of continuing advisory services by telephone during normal business hours. We may also provide to you visits by our field representative, but any additional on-site consultation or advisory services you request may incur a fee. (See Sections 8.04 of the Franchise Agreement.)

2. We will include information about your Business on our web site. (See Section 9.05 of the Franchise Agreement.)

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

4. We may establish, if permitted by applicable law, minimum and maximum prices for products and services that you will offer to customers in connection with the Franchised Business, including resale prices for use with multi-area marketing programs and special price promotions. If we do not establish such pricing requirements, then you will determine the prices you will charge without our assistance. (See Section 12.08 of the Franchise Agreement.)

5. We may hold periodic regional or national conferences to discuss on-going changes in the industry, operational techniques, product and service developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. You are required to pay a registration fee and all expenses relating to your travel, food and lodging for you and your employees. These conferences will be held at our corporate headquarters or at another location chosen by us. We estimate the cost of the registration fee to be no more than \$350 per person. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference, but we estimate this cost to be no more than \$350 per person. You must

pay all of the travel and living expenses for you and any other employees who attend. (See Section 8.03 of the Franchise Agreement.)

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

## Training Programs

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

### TRAINING PROGRAM

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

Our trainers include the following:

NAME	TITLE	YEARS OF TRAINING EXPERIENCE WITH US	YEARS OF TRAINING EXPERIENCE WITH OTHER BUSINESSES
Clarissa Bradstock	Chief Executive Officer and Director	17 years	30 years
Terri McCulloch	Vice President, Business Development	12 years	15 years
Kelly Cromptvoets	Director and Chief Marketing Officer	3 years	25 years
Stefanie Thiessen	Director of Franchise Success	2 years	20 years
Brooke Prosser	HR Manager	2 years	0

NAME	TITLE	YEARS OF TRAINING EXPERIENCE WITH US	YEARS OF TRAINING EXPERIENCE WITH OTHER BUSINESSES
Melanie Kirk	Franchise Business Coach and Finance Manager	12 years	0
Toni Vann	Franchise Business Coach	4 years	0
Jean Kintz	Franchise Business Coach	2 years	25 years
Ian Campbell	Franchise Business Coach	1 year	25 years
Samuel Sokoh	IT Manager	4 years	0
Alexis Little	Toxicology Product Manager	2 years	0
Bianca Oquendo	Health and Wellness Product Manager	1 year	0

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

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

You (or your principal owner contact), your first medical assistant (or phlebotomist) and your Manager must attend the initial training, which lasts approximately one week. In addition to the Initial Training Fee, you will also be required to pay the travel and living expenses for your owner, your medical assistant (or phlebotomist), Manager, and any additional employee(s). All initial training, except any on-site training, will be held at our corporate training center in Atlanta, Georgia, or at another designated location. We will conduct training a minimum of six times per year. You must complete this initial training to our satisfaction or repeat this training, at no additional fee to us. You will, however, be responsible to pay any travel and living expenses for your owner and any Manager or employees who are required to repeat the training. (See Section 8.01 of the Franchise Agreement.)

Upon request, trainers may be scheduled for onsite training at your Business location and you will pay our additional assistance fee. You are also responsible for any travel and living expenses for any trainer that visits your location. (See Section 8.04 of the Franchise Agreement). As part of your implementation plan, we also will do one or two onsite visits at your Business location prior to or closely after you open your Business.

We also may offer additional or refresher-training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at our corporate training center in Atlanta, Georgia or at any other locations selected by us or may be deployed on-line via a training portal. We may impose reasonable charges for training classes and materials in connection with such training courses. We will notify you of any additional charges before you or your employees enroll in a course. (See Section 8.03 of the Franchise Agreement). Any training that we may provide to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the System. You are, and will

remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

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

## **Advertising Programs**

### **Local Advertising Requirement**

Each month, you must spend on marketing, promotion and advertising (the “Local Advertising Requirement”) at least \$2,000 per month if the Business is a Stand-Alone Business or at least \$750 per month if the Business is a Micro Market Business (See Franchise Agreement Section 9.02(a).) We have the right to determine what constitutes advertising, marketing or promotion for purposes of the Local Advertising Requirement. Upon our request, you must provide proof of your local advertising expenditures. If you fail to meet the Local Advertising Requirement, you must pay us the difference between what you spent during the applicable month and the Local Advertising Requirement, which will be contributed to the National Marketing Fund.

You are also required to participate in Pay-Per-Click internet advertising, which counts towards the Local Advertising Requirement. Stand-Alone Businesses must spend a minimum of \$1,500 per month on Pay-Per-Click advertising, and Micro Market Businesses must spend a minimum of \$650 per month on Pay-Per-Click advertising. All Pay-Per-Click online advertising campaigns are to be facilitated through our required Pay-Per-Click marketing partners and directed inside your Territory. Additionally, we recommend that you implement additional sales and marketing campaigns such as direct sales, direct mail, print advertising, e-mail marketing, text marketing, social media or other digital advertising, or other local marketing tactics to promote your Business. Implementation of the Pay-Per-Click marketing program will be a direct transaction between you and our required Pay-Per-Click marketing partners (See Franchise Agreement Section 9.02(b).)

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

### **Grand Opening Marketing Expenditure**

You must spend at least \$3,000 on advertising and marketing in your Territory prior to and during the first three months of operation of the Business in connection with a grand opening marketing campaign. Your grand opening marketing campaign is subject to our approval. Any amounts spent on the Local Advertising Requirement or Pay-Per-Click promotions during the first three months of operation will not

be counted toward the minimum Grand Opening Marketing Expenditure (See Franchise Agreement Section 9.03.)

### **National Marketing Fund**

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

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

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

In our last fiscal year ending December 31, 2024, expenditures from the National Marketing Fund were allocated in the following manner: 97% was on Digital Marketing, 1.5% on SMS marketing, and 1.5% on marketing technology. We will not use the National Marketing Fund to advertise the sale franchises. Any funds not spent in the fiscal year in which they accrue will be carried over to the next year.

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

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



coordinate such multi-area marketing programs. Company owned outlets would have no control on any fees imposed by franchisee cooperatives. (See Franchise Agreement Section 9.06.)

### **Franchise Advisory Council**

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

### **Computer Systems**

You are required, at your expense, to purchase or lease, and thereafter maintain and upgrade and use, only such computer(s), hardware (including laptops), software (including point-of-sale and financial reporting software), firmware, web technologies or applications, required dedicated internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as we specifies in the Manual or otherwise in writing (collectively the “Computer System”).

We do not currently require you to purchase any particular brand of computer hardware to establish or operate the Business, but we do specify the standards for computer and communication equipment and Internet access. You are required to purchase a computer system to facilitate day-to-day operations, which include e-mail access, cloud-based customer results portal, record and file keeping capabilities as well as word processing for letters and other documents. The minimum requirement to run the software is a Windows 11 System based PC with 16 GB of RAM and 500 GB Hard Drive. The estimated cost of the computer and related software and telephone system is between \$1,350 and \$3,900. We reserve the right to specify computer hardware or software and to specify other computer-related standards in the future.

You are also required to purchase business software for accounting and bookkeeping, as well as equipment and/or software for point of sale and merchant services the cost of which is included in the above estimate. We will use the software to collect daily business reports, cash summaries and a dynamic customer database. The software will be hosted at a facility designated by us. Subject to patient privacy laws, such as those protected under laws such as HIPAA, we will have independent, unrestricted, access to this information for analysis, monthly revenue reports and system metrics. We have the contractual right to poll the necessary data from your database. (See Section 12.15 of the Franchise Agreement.)

You may be required to upgrade your hardware and/or software in order to utilize the computerized system as technological advances require. We are not responsible for any maintenance, repairs, updates and upgrades to your computerized system. You will be responsible for any maintenance, repairs, updates and upgrades as well as the associated costs. You will be responsible for the cost of such upgrades. You will not be required to upgrade your hardware or software more often than once a year. We estimate the cost of the required upgrade will not exceed \$1,500 to \$2,000 per upgrade. (See Section 12.15 of the Franchise Agreement.)

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, multi factor authentication and use of backup systems. (See Section 12.16 of the Franchise Agreement.)

## **ITEM 12 TERRITORY**

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

We will provide a geographic area around your Business (“Territory”) as described below. The population in the Territory will be no less than 110,001 for Single Units and less than 110,000 for Micro Markets, based on the latest US Census/MSA information. Your Territory may be delineated by boundary streets, highways, counties, or zip codes. Your Business will operate from one location approved by us and must receive our permission before relocating. We will grant approval to relocate if you are in compliance with the Franchise Agreement and MUD Agreement (if applicable), you have paid all money owed to us, and the proposed location meets our site selection criteria as specified in the Manual. You 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.

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

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

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

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

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

We reserve the right, among others to:

1. Own, franchise, or operate Any Lab Test Now businesses at any location outside of the Territory, regardless of the proximity to your Business;

2. Operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside and outside of the Territory;

3. Operate or license others to operate businesses that are not similar to an Any Lab Test Now business under the Marks at any location, both inside and outside of the Territory;

4. Develop, merchandise, sell and license others to sell products and services bearing the Marks including the products and services offered at Any Lab Test Now businesses through alternative channels of distribution both inside and outside of the Territory (other than at your Business premises) including, but not limited to, television, mail order, catalog sales, wholesale sale to unrelated businesses, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce or Pay-Per-Click advertising, other than as approved by us;

5. Conduct marketing activities, including implement multi-area marketing programs which may allow us or others to solicit or sell to customers in any location, including within the Territory. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs including, but not limited to, the price in which our Any Lab Test Now businesses will be paid for providing services to a national account; and

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

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

## **MUD Agreement**

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

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

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

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

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

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

### **Other Brands**

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

Except as previously described in this Item 12, neither we nor any of our affiliates have established or presently intend to establish, other franchises or affiliate-operated outlets selling or leasing similar products or services to those offered by Any Lab Test Now businesses under a different trade name or trademark; however, we retain the right to do so in the future.

### ITEM 13 TRADEMARKS

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

The following trademarks have been registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Mark	Registration Date	Registration Number
	March 10, 2009	3588117
	November 12, 2019	5907637
ANY LAB TEST NOW	June 4, 2024	7406273

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

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

We have the right to control any administrative proceedings or litigation involving our Marks licensed by us to you. You must promptly notify us of when you learn about an infringement of or challenge to your use of our Marks. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses incurred in connection with any such action, unless the challenge or claim results from your misuse of the Marks in violation of the

Franchise Agreement, in which case you must pay us for our costs and expenses including our attorney's fees

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

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

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

## **ITEM 14**

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

#### **Patents and Copyrights**

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

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

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

#### **Confidential Information**

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

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

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

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

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

If your interest is subsequently assigned to a business entity, each of the entity’s officers, directors, shareholders, partners, and members, plus any individual who owns, directly or indirectly, a 20% or greater interest in the entity must sign the Guaranty attached to the Franchise Agreement and agree to assume and discharge all of your obligations and comply with all restrictions under the Franchise Agreement. We do not require spouses of your owners, officers, directors, shareholders, partners, and members to sign the Guaranty; however, if a spouse is directly involved in the operation of the Business, then the spouse must sign the Nondisclosure and Noncompetition Agreement.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

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

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

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

**THE FRANCHISE RELATIONSHIP**

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

	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
a	Length of the Franchise Term	Section 3 of the Franchise Agreement  Section III of the MUD Agreement	Franchise Agreement: 10 years from signing the Franchise Agreement.  MUD Agreement: Your multi-unit development rights begin on the date you and we sign the MUD Agreement and pay the MUD Fee and will expire on the earlier of the day you sign the Franchise Agreement for the last Any Lab Test Now business or the date shown above for the last Franchise Agreement scheduled to be executed.
b	Renewal or extension of term	Section 3 of the Franchise Agreement  Section III of the MUD Agreement	Franchise Agreement: If you are in good standing, you can renew your franchise for one 10-year renewal term.  MUD Agreement: You have no right to renew the MUD Agreement.
c	Requirements for you to renew or extend	Section 3 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: You must sign a renewal Franchise Agreement, be in compliance with your current Franchise Agreement (including payments), renovate and modernize the Business including décor, signs and equipment, and pay the Renewal Fee. The renewal Franchise Agreement may have materially different terms and conditions than your original Franchise Agreement.
d	Termination by franchisee	Not Applicable	Subject to state law, you have no right to terminate the Franchise Agreement or the MUD Agreement.
e	Termination by the franchisor with cause	Section 13.01 of the Franchise Agreement  Section VII of the MUD Agreement	We can terminate if you commit any one of several violations.
f	Termination by the franchisor without cause	Not Applicable	



	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
g	“Cause” defined - curable defaults	Section 13.01(a) the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: You have 30 days to cure any breach of the Franchise Agreement or failure to comply with the System, except for non-curable defaults.
h	“Cause” defined - non-curable defaults	Section 13.01(b) of the Franchise Agreement  Section VII.A. of the MUD Agreement	Franchise Agreement: Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, loss of your premises, abandonment, unapproved transfers, breach of confidentiality, non-compliance with law, breach of non-compete, charge or conviction of a felony or certain other crimes; repeated breaches in a 12 month period; and breach of other agreements with us and our affiliates (other than a MUD Agreement).  MUD Agreement: Non-curable defaults include misrepresentation by you, bankruptcy, insolvency, appointment of receiver, unapproved transfers, breach of Franchise Agreement or other agreement with us or our affiliates; failure to meet the MUD Schedule, and charge or conviction of a felony or certain other crimes.
i	Franchisee’s obligations on termination/nonrenewal	Sections 13.02 of the Franchise Agreement  Section VII of the MUD Agreement	Franchise Agreement: Obligations include complete de-identification, non-competition, and payment of amounts due, return all proprietary or confidential materials, transfer phone numbers and other listings to us.  MUD Agreement: No rights to open additional Any Lab Test Now businesses; you must continue to operate the Any Lab Test Now businesses according to any existing Franchise Agreements that are not terminated.
j	Assignment of contract by franchisor	Section 14.01 of the Franchise Agreement  Section VI.B of the MUD Agreement	No restriction on our right to assign.
k	“Transfer” by franchisee - definition	Section 14.02 of the Franchise Agreement  Section VI.A of the MUD Agreement	Includes transfer of contract or assets or ownership change.

	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
l	Franchisor's approval of transfer by Franchisee	Section 14.03 of the Franchise Agreement  Section VI.A. of the MUD Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.
m	Conditions for franchisor approval of transfer	Section 14.03 of the Franchise Agreement  Section VI.A of the MUD Agreement	Franchise Agreement: New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you, and current Franchise Agreement signed by new franchisee.  MUD Agreement: Transferee qualifies, you pay all amounts owed to us or our affiliates, transfer fee paid, release signed, training of transferee, economically reasonable sale terms. We may require you to transfer all of the undeveloped Any Lab Test Now businesses under the MUD Agreement.
n	Franchisor's right of first refusal to acquire franchisee's Business.	Section 14.06 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: We can match any offer for your Business.
o	Franchisor's option to purchase franchisee's Business	Section 13.08 of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: We may purchase your inventory and equipment at fair market value upon termination or expiration.
p	Death or disability of franchisee	Section 14.05 of the Franchise Agreement  Section VI.E. of the MUD Agreement	Ownership interest and/or Business must be transferred within 9 months.
q	Non-competition covenants during the term of franchise	Section 15.01 and Attachment V of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: No involvement in Competitive Business anywhere in the United States. A Competitive Business is any business (other than an Any Lab Test Now business operated under a Franchise Agreement with us) providing direct to consumer laboratory services via a retail storefront, online or through any multi-area marketing channels used by us, or selling laboratory services or setting up referral partners for toxicology, clinical or DNA testing.

	<b>Provision</b>	<b>Section in Franchise Agreement and/or MUD Agreement</b>	<b>Summary</b>
r	Non-competition covenants after the franchise is terminated or expires	Section 15.01 and Attachment V of the Franchise Agreement  MUD Agreement: Not Applicable	Franchise Agreement: No Competitive Business for 2 years within 25 miles from the boundary of your Territory or within a 25 mile radius from the premises of any Lab Test Now business then in operation.
s	Modification of agreement	Sections 18.03 of the Franchise Agreement  Section VIII.L of the MUD Agreement:	All modifications must be in writing signed by both parties; however Manual is subject to change.
t	Integration merger clause	Section 18.02 of the Franchise Agreement  Section X.C of the MUD Agreement	Only the terms of the Franchise Agreement and/or the MUD Agreement are binding (subject to state law). Any representations or promises made outside the franchise disclosure document and agreement may not be enforceable. Nothing in the agreements or in any related agreement is intended to disclaim the representations we made in this disclosure document.
u	Dispute resolution by arbitration	Section 16 of the Franchise Agreement  Section VIII.A. of the MUD Agreement	Except for certain claims, all disputes must be arbitrated.
v	Choice of forum	Section 16 of the Franchise Agreement  Section VIII.A. of the MUD Agreement	Arbitration must be held where we have our principal place of business at the time the arbitration demand is filed (currently, Fulton County, Georgia) (subject to applicable state law); for claim not subject to arbitration, claims must be brought in the district where we have our principal place of business at that time.
w	Choice of law	Section 16.05 of the Franchise Agreement  Section VIII.E of the MUD Agreement	Georgia law applies (subject to applicable state law)

## ITEM 18 PUBLIC FIGURES

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

## ITEM 19

### FINANCIAL PERFORMANCE REPRESENTATIONS

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

Sections 1 and 2 below show the average Gross Revenue of Any Lab Test Now businesses that meet the following criteria: (i) were operating during the period from January 1, 2024 to December 31, 2024 (the “2024 Reporting Period”), and (ii) have been open for at least one full calendar year as of December 31, 2024. This is a historic financial performance representation about our existing Any Lab Test Now businesses that meet the stated criteria.

#### Section 1: Franchised Businesses

The following Section 1 presents the average and median Gross Revenue of the 216 franchised Businesses that were open and continuously operating during the 2024 Reporting Period.

As of December 31, 2024, there were 237 franchised Businesses in operation. There were 216 franchised Businesses that were open for the full 2024 Reporting Period. This financial performance representation excludes the performance of 20 franchised Businesses that were opened in the 2024 Reporting Period but were not open for the full 2024 Reporting Period, and 4 franchised Businesses that were open for more than a year but closed during the 2024 Reporting Period.

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

<b>Percent Quartile</b>	<b>Top 25%</b>	<b>26% - 50%</b>	<b>51% to 75%</b>	<b>Bottom 25%</b>
Number of Franchised Businesses	54	54	54	54
Average Gross Revenue	\$489,507	\$292,724	\$206,548	\$126,273
Median Gross Revenue	\$461,672	\$280,870	\$234,888	\$132,028
Range of Gross Revenue	\$1,091,409 - \$376,630	\$375,589- \$244,867	\$244,258 - \$173,698	\$170,951 - \$26,554
# and % of Franchised Businesses that Exceeded Average Gross Revenue	19/35%	22/41%	23/43%	31/57%

## Section 2: Affiliate-Operated Businesses

The following Section 2 presents the average and median Gross Revenue of the 7 Affiliate-Operated Businesses that were open and continuously operating for the 2024 Reporting Period. We obtained this Gross Revenue information for the Affiliate-Operated Businesses from reports submitted to us consistent with our reporting requirements. These Affiliate-Operated Businesses operate in a substantially similar manner as the franchised Businesses reported in Section 1.

Number of Affiliate-Operated Businesses	7
Average Gross Revenue	\$385,845
Median Gross Revenue	\$381,672
Range of Gross Revenue	\$435,087 - \$325,178
# and % of Affiliate-Operated Businesses that Exceeded Average Gross Revenue	3/43%

### NOTES

(1) As used in this Item 19, the term “Gross Revenue” means the total of all receipts derived from services performed or products sold by the Business, less receipts derived from toxicology employer services, wherever located and directly or indirectly related to the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, coupons, services, property, or other means of exchange and regardless of collection in the case of credit. We obtained this Gross Revenue information from unaudited franchisee reports submitted to us consistent with our reporting requirements.

(2) The Any Lab Test Now businesses in this financial performance representation offered toxicology employer services, which are no longer offered at Any Lab Test Now businesses. Therefore, toxicology employer services were removed from the Gross Revenues data presented in this financial performance representation.

**(2) Some businesses have earned this amount. Your individual results may differ. There is no assurance that you will sell and/or earn as much.**

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

Other than the preceding financial performance representation, Any Test Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Clarissa Bradstock at 303 Perimeter Center North, Suite 575, Atlanta, GA 30346 and (800) 384-4567, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**  
**Systemwide Outlet Summary**  
**For Years 2022 to 2024**  
**(As of December 31 of each year)**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	193	207	+14
	2023	207	221	+14
	2024	221	237	+16
Affiliate-Operated	2022	8	7	-1
	2023	7	7	0
	2024	7	7	0
Total Outlets	2022	201	214	+13
	2023	214	228	+14
	2024	228	244	+16

**TABLE NO. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2022 to 2024**  
**(As of December 31 of each year)**

STATE	YEAR	NUMBER OF TRANSFERS
Alabama	2022	0
	2023	1
	2024	0
Arizona	2022	0
	2023	0
	2024	1
Arkansas	2022	0
	2023	0
	2024	1
Colorado	2022	0
	2023	2
	2024	3
Florida	2022	0
	2023	1
	2024	0

STATE	YEAR	NUMBER OF TRANSFERS
Indiana	2022	0
	2023	0
	2024	1
Iowa	2022	0
	2023	0
	2024	1
Kansas	2022	0
	2023	0
	2024	1
Kentucky	2022	0
	2023	1
	2024	0
Missouri	2022	1
	2023	0
	2024	1
New Mexico	2022	0
	2023	0
	2024	1
North Carolina	2022	0
	2023	1
	2024	0
Ohio	2022	0
	2023	1
	2024	0
Pennsylvania	2022	0
	2023	2
	2024	0
Tennessee	2022	0
	2023	0
	2024	1
Texas	2022	1
	2023	4
	2024	1
Total	2022	2
	2023	13
	2024	12

**TABLE NO. 3**  
**Status of Franchised Outlets**  
**For Years 2022 to 2024**  
**(As of December 31 of each year)**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
AL	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
AR	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
AZ	2022	7	1	0	0	0	0	8
	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
CO	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	0	8
	2024	8	1	0	0	0	0	9
DE	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
FL	2022	37	2	0	0	0	0	39
	2023	39	2	0	0	0	0	41
	2024	41	2	0	0	0	0	43
GA	2022	11	1	0	0	0	2	10
	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
IL	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
IN	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
IA	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
KS	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
KY	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4



STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
LA	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
MI	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
MN	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
MS	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
MO	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
NE	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
NV	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
NM	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	8	0	0	1	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
ND	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OH	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
	2024	5	3	1	0	0	0	7
OK	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
OR	2022	2	0	0	1	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
PA	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	2	0	1	0	0	5

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
SC	2022	4	2	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	6	0	0	0	0	6
TN	2022	6	1	0	1	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
TX	2022	55	5	0	0	0	0	60
	2023	60	2	0	0	0	0	62
	2024	62	1	0	1	0	0	62
UT	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
VA	2022	4	2	0	0	0	0	6
	2023	6	1	0	0	0	0	7
	2024	7	2	0	0	0	1	8
WA	2022	5	0	0	1	0	0	4
	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
WI	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Totals	2022	193	20	0	3	0	3	207
	2023	207	16	0	0	0	2	221
	2024	221	20	1	2	0	1	237

**TABLE NO. 4**  
**Status of Affiliate-Operated Outlets**  
**For Years 2022 to 2024**  
**(As of December 31 of each year)**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
NC	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
TX	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7
Total	2022	8	0	0	1	0	7
	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7

**TABLE NO. 5**  
**Projected Openings as of December 31, 2024**

<b>State</b>	<b>Franchise Agreements Signed But Outlet Not Open</b>	<b>Projected New Franchised Outlets In The Next Fiscal Year</b>	<b>Projected New Affiliate-Operated Outlets In Next Fiscal Year</b>
AZ	1	1	0
CO	1	1	0
FL	2	2	0
IL	1	0	0
MN	2	2	0
NV	1	1	0
NC	1	1	0
OH	3	3	0
SC	1	1	0
TN	2	2	0
TX	1	1	0
<b>TOTALS</b>	16	15	0

A list of names of all current franchisees and their addresses and telephone numbers as of December 31, 2024 are listed in Exhibit G to this disclosure document. The name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this disclosure document are also listed in Exhibit G to this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you. 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 System.

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

**ITEM 21**  
**FINANCIAL STATEMENTS**

Attached to the Disclosure Document as Exhibit A are our audited financial statements as of December 31, 2024, December 31, 2023 and December 31, 2022. Our fiscal year end is December 31.

**ITEM 22**  
**CONTRACTS**

Attached to this disclosure document are the following contracts:

B	Franchise Agreement	
	Attachment I	Summary Information
	Attachment II	Authorization Agreement for Preauthorized Payment Service
	Attachment III	Statement of Ownership
	Attachment IV	Guaranty
	Attachment V	Nondisclosure and Noncompetition Agreement
C	Multi-Unit Development Agreement	
F	State Required Agreement Addenda	
I	General Release	
J	Disclosure Acknowledgement Form	

**ITEM 23**  
**RECEIPT**

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

**EXHIBIT A**

**FINANCIAL STATEMENTS**



**Any Test Franchising LLC  
Audited Financial Statements**

**For the Year Ended December, 31, 2024**

**ANY TEST FRANCHISING LLC**  
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Statement of Cash Flows	FS.5
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8219 West Atlantic Boulevard  
Coral Springs, FL 33071  
(954) 768-6620

## **Independent Auditor's Report**

To the members and owners of  
Any Test Franchising LLC  
303 Perimeter Center N, Suite 575  
Atlanta, GA 30346

### **Opinion**

We have audited the accompanying financial statements of Any Test Franchising LLC (a privately held company), which comprise the balance sheet as of December 31, 2024, and the related statement of income, changes in shareholders equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Any Test Franchising LLC as of December 31, 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

### **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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of Any Test Franchising LLC in accordance with the ethical requirements that are relevant to our audit of the financial statements in the United States, and we have fulfilled our other ethical responsibilities in accordance with these requirements. 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 these financial statements in accordance with U.S. GAAP, 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 responsible for assessing Any Test Franchising LLC's ability to continue as a going concern, disclosing, as applicable, matters related to going concern, and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so.

### **Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.



As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- 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.
- 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 the company's internal control.
- 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 on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*KMS Financial Consulting*

Coral Springs, Florida  
April 30, 2025

**ANY TEST FRANCHISING LLC**  
**Balance Sheet**  
**As of December 31, 2024, 2023, 2022**

	2024	2023	2022
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	\$ 354,220	\$ 1,594,814	\$ 1,766,801
Accounts receivable	26,364	19,075	92,622
Prepaid items	(80,400)	-	-
Other assets	-	-	30,000
<b>Total current assets</b>	<u>300,184</u>	<u>1,613,889</u>	<u>1,889,423</u>
<b>Noncurrent assets</b>			
Property plant and equipment	159,436	159,825	159,825
Accumulated depreciation	(156,188)	(156,188)	(155,926)
Property plant and equipment - net	<u>3,248</u>	<u>3,637</u>	<u>3,899</u>
<b>Total assets</b>	<u><u>303,432</u></u>	<u><u>1,617,526</u></u>	<u><u>1,893,322</u></u>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable	8,755	3,686	92,939
Accrued expenses	-	128,334	126,669
<b>Total liabilities</b>	<u>8,755</u>	<u>132,020</u>	<u>219,608</u>
<b>Equity</b>			
<b>Total equity</b>	<u>294,677</u>	<u>1,485,506</u>	<u>1,673,714</u>
<b>Total liabilities and equity</b>	<u><u>303,432</u></u>	<u><u>1,617,526</u></u>	<u><u>1,893,322</u></u>

See accompanying notes to financial statements.

**ANY TEST FRANCHISING LLC**  
**Income Statement**  
**For the period January through December, 2024, 2023, 2022**

	2024	2023	2022
<b>Operating Revenues</b>			
Franchise fees	\$ 521,950	\$ 612,766	\$ 659,399
Royalties	5,516,892	5,507,260	7,355,125
Other income	262,333	324,706	327,579
Interest income	39,714	-	-
<b>Total Revenues</b>	<u>6,340,889</u>	<u>6,444,732</u>	<u>8,342,103</u>
<b>Operating Expenses</b>			
Advertising	\$ -	\$ 250,597	\$ 168,544
Bank charges	74,777	58,355	49,386
Call center expenses	657,851	126,011	177,438
Commissions	71,075	115,725	139,513
Consulting	445,822	-	-
Marketing	898,395	277,171	446,225
Miscellaneous	83,381	125,588	186,890
Payroll	2,655,117	3,166,244	3,105,709
Postage and printing	2,550	-	-
Professional development	27,268	79,902	27,947
Professional fees	246,035	456,553	723,528
Rent - sales center	87,750	83,011	98,995
Taxes and fees	1,029	-	-
Technology	302,821	726,219	670,417
Travel and entertainment	132,284	100,083	110,738
<b>Total Expenses</b>	<u>5,686,155</u>	<u>5,565,459</u>	<u>5,905,330</u>
<b>Net Income</b>	<u>\$ 654,734</u>	<u>\$ 879,273</u>	<u>\$ 2,436,773</u>

See accompanying notes to financial statements

**ANY TEST FRANCHISING LLC**  
**Statement of Cash Flows**  
**For the year ended December 31, 2024, 2023, 2022**

	2024	2023	2022
<b>Cash flows from operating activities</b>			
Reconciliation of net income to net cash provided by operating activities			
Net Income	\$ 654,734	\$ 879,273	\$ 2,436,773
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	-	268	268
Accounts receivable	(7,289)	73,547	(91,696)
Prepaid item	80,400	-	-
Other assets	-	30,000	(30,000)
Accounts payable	5,069	(89,253)	92,939
Accrued expenses	(128,334)	1,665	48,727
<b>Net cash provided by operating activities</b>	<u>604,580</u>	<u>895,500</u>	<u>2,457,011</u>
<b>Cash flows from investing activities</b>			
Deferred revenue	-	(25,266)	32,351
Miscellaneous	-	(6)	-
<b>Net cash used for investing activities</b>	<u>-</u>	<u>(25,272)</u>	<u>32,351</u>
<b>Cash flows from financing activities</b>			
Additional paid in capital	-	-	276,316
Prior period adjustment	-	97,549	1,999
Distributions paid	(1,845,174)	(1,139,764)	(2,850,000)
<b>Net cash used for financing activities</b>	<u>(1,845,174)</u>	<u>(1,042,215)</u>	<u>(2,571,685)</u>
<b>Net change in cash</b>	(1,240,594)	(171,987)	(82,323)
<b>Cash, beginning of year</b>	1,594,814	1,766,801	1,849,124
<b>Cash, end of year</b>	<u>354,220</u>	<u>1,594,814</u>	<u>1,766,801</u>

See accompanying notes to financial statements

**Any Test Franchising LLC**  
**Notes to Financial Statements**  
**December 31, 2024**

**NOTE 1 – ORGANIZATION AND NATURE OF THE BUSINESS**

Any Test Franchising LLC, (the Organization) is a privately held company engaged in the franchising of affordable and comprehensive lab testing services directly to the public. The Organization's revenues are derived from franchise fees and royalty income from agreements with franchisees. Its headquarters are located in Sandy Springs, Georgia and was founded in 2004.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting:** The accompanying financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The financial statements include the operations, assets, and liabilities of the Organization. In the opinion of the Organization's management, the accompanying financial statements contain all adjustments, consisting of normal recurring accruals, necessary to fairly present the accompanying financial statements.

**Use of Estimates:** The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the period in which they are determined to be necessary.

**Cash and Cash Equivalents:** Cash and cash equivalents include cash on hand and in banks.

**Revenue Recognition:** Revenue is recognized when services are performed, and the Organization has satisfied its performance obligation under its customer agreements.

**Income Tax:** The Organization does not incur income taxes; instead, its earnings are included in the partners' personal income tax returns and taxed depending on their personal tax situations. The financial statements, therefore, do not include a provision for income taxes.

**NOTE 3 – CASH AND CASH EQUIVELENT**

As of December 31, 2024, the Organization maintained cash balances of \$354,220 in U.S. bank accounts, which may at times exceed federally insured limits. Management believes that the risk of loss is minimal.

**NOTE 4 – ACCOUNTS RECEIVABLE**

Accounts receivable consists of the following as of December 31, 2024:

	<b>December 31, 2024</b>
Accounts receivable	26,364
Net accounts receivable	<u>26,364</u>

**Any Test Franchising LLC**  
**Notes to Financial Statements**  
**December 31, 2024**

**NOTE 5 – PROPERTY PLANT AND EQUIPMENT:**

Property, plant, and equipment are stated at cost. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets, which range from three to seven years. Repair and maintenance charges are expensed as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

<b>Property plant and equipment</b>	<b>December 31, 2024</b>
Leasehold Improvements	10,215
Signage	3,473
Furniture and fixtures	23,429
Computer equipment	23,024
Software	99,295
Accumulated depreciation	(156,188)
<b>Net property, plant and equipment</b>	<u><u>3,248</u></u>

**NOTE 6 – RELATED PARTY TRANSACTIONS**

The Organization engaged in transactions with related parties during the year which are controlled by the owner of Any Test Franchising LLC. Management believes that these transactions were conducted at arm's length terms.

**NOTE 7 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through April 30, 2025, which is the date these financial statements were available to be issued. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the accompanying financial statements.

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



**ANY TEST FRANCHISING, LLC**

**FRANCHISE AGREEMENT**

**(Stand-Alone and Micro Market Businesses)**



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## ATTACHMENTS

Attachment I	Summary Information
Attachment II	Authorization Agreement for Preauthorized Payment Service
Attachment III	Statement of Ownership
Attachment IV	Guaranty
Attachment V	Nondisclosure and Noncompetition Agreement

## FRANCHISE AGREEMENT

This Agreement is entered into between Any Test Franchising, LLC, a Georgia limited liability company (“Franchisor”), and \_\_\_\_\_ a \_\_\_\_\_ (“Franchisee”), and is made effective as of the date beneath Franchisor’s signature to this Agreement (“Effective Date”).

### RECITALS

Franchisor offers franchises for the operation of businesses that specialize in the collection of blood, urine or other human specimens for analysis and the administration of injections and immunizations that use the service mark, “Any Lab Test Now,” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, and other commercial symbols as Franchisor may designate to be used in connection with Any Lab Test Now businesses (the “Marks”) and the System (defined below) (“Any Lab Test Now business(es)”).

Any Lab Test Now businesses are operated using a set of uniform standards, procedures, and specifications developed by Franchisor that incorporate Franchisor’s unique methods and high standards of service, including valuable know-how, information, Confidential Information, training, sources and specifications, methods of Internet usage, and research and development, as may from time to time be added to, changed, modified, withdrawn, or otherwise revised by Franchisor (the “System”). The distinguishing characteristics of the System include Franchisor’s confidential operating procedures, the Manual, the Marks, and the standards and specifications for equipment, products and services, signage, methods of service, management and marketing programs, and sales techniques and strategies.

Franchisor continues to use, develop, and control the use of the Marks in order to identify for the public the source of products and services marketed under the System, and which represent the System’s high standards of quality, service, and customer satisfaction.

Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the Marks and the continued uniformity of image to Franchisee, Franchisor, and other franchisees of Franchisor.

Franchisee acknowledges the importance to the System of Franchisor’s high, uniform standards of quality, service, and customer satisfaction, and further recognizes the necessity of opening and operating an Any Lab Test Now business in conformity with the System.

Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence to Franchisor’s present and future requirements regarding the types of products sold, services offered, advertising used, operational techniques, marketing and sales strategies, and related matters.

Franchisee is aware of the foregoing and desires the right to use the System and the Marks to operate an Any Lab Test Now business pursuant to the provisions and within the territory specified in this Agreement. Franchisor is willing to grant a franchise to Franchisee to operate an Any Lab Test Now business subject to the terms and conditions contained in this Agreement.

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

## 1. DEFINITIONS

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

1.02 “Competitive Business” means any business providing direct to consumer laboratory services via a retail storefront, online or through any multi-area marketing channels used by Franchisor, or selling laboratory services or setting up referral partners for toxicology, clinical or DNA testing; provided however, that the term “Competitive Business” shall not apply to an Any Lab Test Now business operated by Franchisee under a franchise agreement with Franchisor.

1.03 “Confidential Information” means any information or matter that is valuable to Franchisor because it is not generally known by the public the disclosure of which would put Franchisor and its affiliates at a competitive disadvantage, whether or not in written or tangible form, and regardless of the media (if any) on which it is stored, relating to the System (including knowledge and experience in operating Any Lab Test Now businesses, product specifications, operational and production techniques and methods, recordkeeping and reporting methods, accounting systems, management and personnel training techniques, sales and promotion techniques, strategic plans, including expansion strategies and targeted demographics, policies, procedures, standards, specifications for signs, displays, business forms and stationery, the Manual, research and development (including market research), lists of suppliers, suggested pricing and cost information, knowledge of operating results and financial performance of Any Lab Test Now businesses other than the Franchised Business, and all data generated by, or used or developed in operating the Franchised Business) and any other information or material identified to Franchisee by Franchisor as confidential.

1.04 “Franchised Business” means the franchised Any Lab Test Now business which Franchisee is granted the right to operate under this Agreement.

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

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

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

1.08 “Premises” means the brick and mortar site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor.

1.09 “Territory” means the geographic area described in Attachment I to this Agreement.

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

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

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

## **2. GRANT OF FRANCHISE**

2.01 Grant of License. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, a revocable, non-exclusive, limited license to use the Marks and System to operate the Franchised Business at the Premises. Franchisee shall operate the Franchised Business for the entire term of this Agreement. Franchisee shall select the Premises within the Territory according to the process described in Section 10.01, the Manual, and any other writing by Franchisor. Franchisee shall operate either a Stand-Alone Business or a Micro Market Business, as stated on Attachment I.

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

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

## **3. TERM AND RENEWALS**

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

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

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

- (a) fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;
- (b) has committed two or more material breaches of this Agreement in the 24 months prior to expiration;
- (c) fails to give notice of Franchisee's intent to renew at least three months, but no more than 12 months, prior to the expiration of this Agreement (and failure to give timely notice will be considered an election by Franchisee not to renew this Agreement);
- (d) is not current in payment obligations to Franchisor or its subsidiaries and affiliates, or to any creditor at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire;
- (e) fails to renovate and modernize the Franchised Business, including décor, signs, and equipment, to reflect the then-current image of Franchisor; or
- (f) fails to sign a renewal franchise agreement as set forth in Section 3.04 below.

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

#### **4. LOCATION AND TERRITORY**

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

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

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

- (a) own or operate, or license others to own or operate Any Lab Test Now businesses at any location outside of Franchisee's Territory, regardless of the proximity to the Premises;
- (a) operate or license others to operate similar businesses or any other businesses and services under trademarks or service marks other than the Marks at any location, both inside and outside of Franchisee's Territory;
- (b) operate or license others to operate businesses under the Marks that are not similar to Any Lab Test Now businesses at any location, both inside and outside of Franchisee's Territory;

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

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

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

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

## **5. FEES AND ROYALTIES**

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

5.02 Initial Franchise Fee. Franchisee must pay an initial franchise fee ("Initial Franchise Fee") upon the signing of this Agreement as set forth in Attachment I. The Initial Franchise Fee shall be deemed to have been fully earned by Franchisor when paid and is non-refundable.

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

5.04 Royalty Fee. Beginning with the first full month after the Franchised Business opens, Franchisee must pay to Franchisor a monthly royalty in the amount of the greater of (i) \$500 or (ii) 7% of Gross Revenues for such month ("Royalty Fee"). The Royalty Fee for any calendar month is due to Franchisor by the 15th day of the month following such calendar month.

5.05 Technology Fee. Beginning 60 days after the Effective Date, Franchisee shall pay a monthly technology services fee ("Technology Fee") to Franchisor in the amount of \$350 in the same manner and at the same time as the Royalty Fee payment. The Technology Fee covers ongoing staff support and maintenance of technology systems. Franchisor reserves the right, at its sole discretion, to increase the Technology Fee periodically (up to a maximum Technology Fee of \$600) for any reason, including but not

limited to an increase in the cost of the items covered by the Technology Fee, and Franchisee shall pay any increased Technology Fee as Franchisor directs.

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

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

5.08 Taxes and Debts. Franchisee must pay when due all taxes, debts, and expenses of the Franchised Business.

## **6. MARKS**

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

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

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

6.04 Limitations on Use. Franchisee is hereby required to use the Marks in accordance with Franchisor's requirements. Franchisee may not use any of the Marks alone or with modifying words, designs or symbols, or any of the words in the Mark as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, meta tags or



search techniques except as Franchisor licenses to Franchisee. If Franchisee purchases a URL that includes the Marks (or any similar marks), the URL will become Franchisor's property and Franchisee must transfer ownership to Franchisor within 15 days of receiving written notice. Purchasing that type of URL or the failure to transfer ownership to Franchisor shall each be a default under this Agreement. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious, assumed name, or "doing business as" (dba) registrations as may be required under applicable law to do business as an Any Lab Test Now business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark. Franchisee shall include on its letterhead, forms, cards, and other such identification a prominent notice stating that the Franchised Business is Franchisee's "Independently Owned and Operated Any Lab Test Now Franchisee."

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

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

## **7. MANUAL AND CONFIDENTIAL INFORMATION**

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

7.02 Manual. Franchisor will loan to Franchisee during the term of this Agreement one copy of the Manual, which may be in print, on an access code-protected company intranet or extranet, or through other media. The Manual will at all times remain the property of Franchisor, and Franchisee must immediately return the Manual to Franchisor upon expiration, termination, or Transfer of this Agreement. Franchisor may periodically update and revise the Manual. The Manual will contain both mandatory System standards and recommended standards. Any required System standards exist to protect Franchisor's interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The required System standards generally will be set forth in the Manual or other written materials. The Manual also will include guidelines or



recommendations in addition to required System standards. In some instances, the required System standards will include recommendations or guidelines to meet the required System standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided Franchisee meets and complies with the required System standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the System and the Marks, Franchisor reserves the right to determine if Franchisee is meeting a required System standard and whether an alternative is suitable to any recommendations or guidelines.

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

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

## **8. TRAINING**

8.01 Initial Training. Within 60 days of the scheduled opening of the Franchised Business, or any other time as may be mutually agreed upon, Franchisor will provide its initial training program to Franchisee. Franchisee (or, if Franchisee is an entity, Franchisee's principal owner contact), Franchisee's first full-time medical assistant (or phlebotomist) and Franchisee's manager (if Franchisee has hired a manager) must successfully complete the initial training program to Franchisor's satisfaction. Franchisor will provide the initial training program at its corporate headquarters, or at another location designated by Franchisor. The initial training program lasts for approximately one week and consists of such training as Franchisor deems appropriate. In addition to payment of the Initial Training Fee, Franchisee is responsible for personal travel, accommodation, and other costs of its employees while attending training. Franchisee must pay Franchisor's then-current training fee for any additional people who attend the initial training program.

8.02 Training of Employees. Franchisee shall train its employees according to standards and procedures established by Franchisor. Any training provided by Franchisor to any of Franchisee's employees will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to Franchisee's workers. Franchisee is solely responsible for ensuring that its employees receive adequate training.

8.03 Ongoing Training; Conferences. Franchisor may require Franchisee and/or any of its employees to attend and complete additional training programs, either as part of System-wide requirements or as remedial training specifically for Franchisee and/or any of its employees. Franchisor may charge a reasonable fee for such training programs. Franchisor may also require Franchisee to attend one or more regional or national System conventions and may impose a uniform conference fee on all Franchisees regionally or nationally to fund such conferences, regardless of attendance. Franchisee will be responsible for all travel and other expenses of attending training programs and conferences. Any training that Franchisor may provide to any of Franchisee's employees will be limited to training or guiding the

employees regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the Any Lab Test Now System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to its employees. Franchisee is solely responsible for ensuring that its employees receive adequate training.

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

## **9. SOLICITATION AND ADVERTISING**

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

### **9.02 Local Advertising Requirement.**

(a) Each month, Franchisee must spend on marketing, promotion and advertising (the "Local Advertising Requirement") at least \$2,000 per month if the Franchised Business is a Stand-Alone Business or at least \$750 per month if the Franchised Business is a Micro Market Business. Upon Franchisor's request, Franchisee shall furnish such proof of its compliance with this Section as Franchisor may require. Franchisor has right to determine what constitutes advertising, marketing or promotion for purposes of the Local Advertising Requirement. If Franchisee fails to meet the Local Advertising Requirement, Franchisee must pay Franchisor the difference between what Franchisee spent during the applicable month and the Local Advertising Requirement, which will be contributed to the National Marketing Fund.

(b) Franchisee shall contract with third-party vendors Franchisor designates (or, if Franchisor contracts with a vendor on behalf of the System, Franchisee shall pay Franchisor for its portion thereof) for the purpose of "pay-per-click" and other forms of Internet-based promotion. Stand-Alone Businesses must spend a minimum of \$1,500 per month on Pay-Per-Click advertising, and Micro Market Businesses must spend at least \$650 per month on Pay-Per-Click. Franchisor has the right to specify a different amount. The amount spent by Franchisee on such promotion will be counted towards the Local Advertising Requirement described above.

9.03 Grand Opening Marketing Expenditure. Franchisee must spend at least \$3,000 on advertising and marketing in Franchisee's Territory prior to and during the first three months of operation of the Franchised Business in connection with a grand opening marketing campaign. Franchisee's grand opening marketing campaign is subject to Franchisor's approval. Any amounts spent on the Local Advertising Requirement or Pay-Per-Click promotions during the first three months of operation will not be counted toward the minimum Grand Opening Marketing Expenditure.

9.04 Advertising and Marketing Materials. Franchisor will provide Franchisee with access to advertising and marketing materials which may include, but are not limited to, video and audiotapes, multimedia, print-ready materials, posters, banners, and displays. Franchisee must purchase any advertising and marketing materials specified by Franchisor. Franchisee must obtain Franchisor's prior written approval for any use of any marketing or advertising item not specified by Franchisor. Franchisee may develop marketing material for Franchisee's own use, at Franchisee's own cost. If Franchisee chooses to

use its own marketing materials for the Franchised Business, then prior to Franchisee's use of the material, Franchisee must submit the proposed material for pre-approval by a member of the Franchise Success team to ensure they are brand compliant. Franchisor will approve or deny Franchisee's request, in writing, within 30 days following submittal. Franchisor shall retain property rights in all copyrights in any and all marketing materials that Franchisee develops or are developed for Franchisee. Franchisor reserves the right to utilize any marketing materials developed by Franchisee for the use of all Any Lab Test Now businesses without any payment or other compensation to Franchisee.

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

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

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

financial statement of the National Marketing Fund within 120 days of the close of Franchisor's fiscal year and will make such financial statement available to Franchisee upon request.

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

## **10. SITE SELECTION, CONSTRUCTION AND OPENING REQUIREMENTS**

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

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

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

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

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

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

10.04 Opening. Prior to opening, Franchisor, to the extent it deems appropriate, will advise Franchisee regarding equipment, signs, fixtures, opening inventory, supplies, and the recruitment of a licensed medical provider to oversee the medical needs of the Franchised Business. If the Franchised Business is a Stand-Alone Business, then Franchisee must open the Franchised Business to the public within 270 days from the date of this Agreement. If the Franchised Business is a Micro Market Business, then Franchisee must open the Franchised Business to the public within 180 days from the date of this

Agreement. Franchisee shall not open and begin operating the Franchised Business until Franchisee has satisfied all of Franchisor's opening requirements (including completion of training, obtaining insurance, obtaining all business permits and complying with applicable laws) specified in the Manual or otherwise, and obtaining Franchisor's approval, which shall not be unreasonably withheld. Failure to open the Franchised Business within the specified time frame, may result in termination of the Franchise Agreement, and Franchisor will retain all monies collected.

## **11. RECORDS AND REPORTS**

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

### 11.02 Reports.

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

(b) Franchisee shall provide to Franchisor current and accurate monthly, quarterly, and year-to-date financial information in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall prepare all financial statements in accordance with generally accepted accounting principles.

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

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

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

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

11.05 Release of Records. At Franchisor's request, and subject to and in accordance with applicable law, Franchisee shall authorize and direct any third parties, including vendors and accounting



professionals, to release to Franchisor all vendor records, accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenues, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, customer information, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor. Franchisor shall accept copies of documents provided under third party supervision.

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

## **12. OPERATION OF THE FRANCHISED BUSINESS**

12.01 Compliance with Law. Franchisee and the Franchised Business shall comply with all applicable laws and regulations, including, without limitation, all laws and regulations related to the practice of medicine or therapy (or prohibition thereof), payment and billing, and privacy. FRANCHISEE IS SOLELY RESPONSIBLE FOR ENSURING THAT FRANCHISEE, ALL MEDICAL PROFESSIONALS WHOM FRANCHISEE EMPLOYS OR CONTRACTS WITH, ALL RELATIONSHIPS BETWEEN FRANCHISEE AND ANY MEDICAL PROFESSIONALS, PHYSICIAN PRACTICES, OR OTHER ENTITIES, AND ALL SERVICES PERFORMED AT OR THROUGH THE FRANCHISED BUSINESS COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS AT ALL TIMES.

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

12.03 Personal Participation. Franchisee (if Franchisee is an individual), Franchisee's principal owner contact (if Franchisee is an entity), or a fully trained and qualified manager approved by Franchisor must participate personally and full-time in the Franchised Business.

12.04 Right of Entry and Inspection. Franchisee must permit Franchisor or its authorized agent or representative to enter the Premises during normal business hours and to reasonably inspect the

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

#### 12.05 Restriction on Services and Products; Approval Process.

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

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

#### 12.06 Suppliers.

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

(b) Supplies and Supplier Approval. If Franchisee proposes to purchase any product, inventory items, supplies, equipment, or services for the Franchised Business which are not previously approved by Franchisor as meeting its specifications or are from unapproved suppliers, Franchisee shall first request approval in writing from Franchisor. Franchisor may, in its sole discretion withhold approval. Franchisor may require submission of design specifications and samples and may require testing by third parties at Franchisee's expense. Franchisor will advise Franchisee, in writing, within a reasonable time whether such supplies or supplier meets Franchisor's specifications. Failure to provide its written consent shall be deemed a denial of such supplies or supplier. Suppliers must at all times meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Franchised Business.

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

(d) Central Purchasing. Franchisor reserves the right to implement a centralized purchasing system for franchisees and negotiate prices and terms with suppliers and to receive

rebates from such purchases by Any Lab Test Now businesses. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

(e) Compliance with Supply Arrangements. Franchisee shall comply with all terms, conditions, and obligations of all contracts and arrangements with suppliers, including contracts and arrangements negotiated by Franchisor or third parties as part of a network or multiple-franchise supply and distribution arrangement, and Franchisee's contracts with and obligations to suppliers. Franchisee shall promptly pay all suppliers in accordance with the agreed-upon terms. In the event Franchisee fails to promptly pay one or more suppliers as required, Franchisor may, but is not required to, pay such suppliers on behalf of Franchisee, and Franchisee shall promptly reimburse Franchisor for such payment following notice from Franchisor, or Franchisor may obtain payment through electronic fund transfer procedures.

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

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

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

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

12.08 Pricing. Franchisor has the right, if permitted by applicable law, to establish minimum and maximum prices for products and services that Franchisee offers to customers in connection with the Franchised Business, including, without limitation, resale prices for use with multi-area marketing programs and special price promotions. If Franchisor does not establish such pricing requirements, then Franchisee will have the right to determine the prices it will charge.

12.09 Notification of Proceedings. Franchisee shall notify Franchisor by email of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business and provide a copy of any documentation of any such commencement of a suit or proceeding or any order, writ, injunction, award or decree not more than two days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than two days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate, or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule, or regulation.



12.10 Insurance. Franchisee must maintain insurance policies in types and amounts as specified by Franchisor periodically in the Manual. Insurance coverage must include Medical Professional Liability, General Liability (including Products & Completed Operations Liability, Premises Liability, Personal and Advertising Injury), Data Breach Liability, Non-Owned Automobile Liability, Workers' Compensation and Employer's Liability medical malpractice, general liability, combined single limit, bodily injury and property damage insurance for premises operations, Umbrella Liability, and Property Insurance. The insurance company must be rated "A" by A.M. Best's guide. "Any Test Franchising, LLC" (or any successor) must be listed as an Additional Insured on the Medical Professional Liability, Data Breach Liability and General Liability policies. Certificates of Insurance evidencing such coverage must be provided to Franchisor upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor. The policies must also stipulate that Franchisor shall receive a 30 day prior written notice of cancellation. In the event Franchisee fails to obtain or provide proof the required insurance and keep the same in full force and effect, Franchisor may (but is not required to) obtain such insurance on Franchisee's behalf and charge the premiums to Franchisee, which charges, together with a 20% administrative fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

12.11 Customer Service. Franchisee shall (i) give prompt, courteous and efficient service to the public, and (ii) otherwise operate the Franchised Business in compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee shall establish and maintain an image and reputation for the Franchised Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep the Franchised Business clean and in good order and repair at all times.

12.12 Appearance and Condition of the Franchised Business. Franchisee shall maintain the premises of the Franchised Business and any vehicles, furniture, fixtures, equipment, and signage in "like new" condition and in accordance with the System standards. Franchisee agrees to repaint the premises of the Franchised Business every three years, at Franchisee's cost. Franchisee also agrees to remodel the premises of the Franchised Business every five years, at Franchisee's cost pursuant to Franchisor's guidelines at the time. The requirements set forth in this Section are in addition to, and do not limit, Franchisee's obligation to add, update, and/or replace components of the Franchised Business from time to time as specified in other Sections of this Agreement, including modifications to the System standards as described in Section 2.02 and renewal terms under Section 3.

12.13 Correction of Defects. Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Franchised Business, Franchisee shall correct any such items as promptly as possible, and in any event within 30 days. The foregoing shall not be deemed to limit Franchisor's rights under Section 13.

12.14 Indemnification.

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

the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

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

#### 12.15 Computer System.

(a) Franchisee is required, at Franchisee's expense, to purchase or lease, and thereafter maintain and upgrade and use, only such computer(s), hardware (including, without limitation, laptops), software (including, without limitation, point-of-sale and financial reporting software), firmware, web technologies or applications, required dedicated Internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as Franchisor specifies in the Manual or otherwise in writing (collectively the "Computer System"). Franchisee must have Internet access with a form of high speed connection as Franchisor may require and Franchisee must maintain a dedicated email account for the Franchised Business, separate from any personal or other email account.

(b) Franchisee is solely responsible for all costs associated with the Computer System, including, without limitation, license and usage fees, and costs of installation, maintenance, upgrading, updating, upgrades, enhancements and/or replacements, or support. Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. Franchisee agrees that Franchisor will have the right to establish, in writing, new standards for the implementation of technology in the Computer System, and Franchisee agrees to comply with all modifications or changes to the Computer System, including software, that that Franchisor establishes from time to time. These upgrades or additions may result in an increase to the Technology Fee.

(c) Franchisee shall use the Computer System to maintain its Business Records, Customer Information (as defined below), and sales and other financial information ("Franchisee Data") in a format or using any software that may be specified by Franchisor in the Manual or by other written communication from time to time. Franchisee shall ensure that Franchisor has full access to all such information and records stored on the Computer System, including Franchisee's sales data and related information by means of direct electronic access, to permit Franchisor to access all Franchisee Data at any time of its choosing to verify Franchisee's compliance with its obligations under this Agreement.

(d) The Computer System will be used, among other things, to develop a database of customers and prospective customers and other related Customer Information schedule appointments, maintain communications over the Internet, and produce Franchisee's accounting records. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer. Franchisor owns all Customer Information and may use the Customer Information as Franchisor deems appropriate (subject to applicable law), including sharing it with Franchisor's affiliates for cross-marketing or other purposes. Franchisee may only use Customer Information to the extent necessary to perform Franchisee's obligations under this Agreement during the term of this Agreement and subject to such restrictions as Franchisor may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the

foregoing, Franchisee agrees to comply with applicable law in connection with Franchisee's collection, storage and Franchisee's use and Franchisor's use of such Customer Information, including, if required under applicable law, obtaining consents from customers to Franchisor and Franchisor's affiliates' use of the Customer Information.

(e) Franchisee must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements Franchisor may periodically establish. Franchisee must fully cooperate with Franchisor and its counsel in determining the most effective way to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee is responsible for any financial losses Franchisee or Franchisor incurs or remedial actions that Franchisee or Franchisor must take as a result of breach of security or unauthorized access to Customer Information in Franchisee's control or possession.

(f) Franchisee may be required to license software from Franchisor, its affiliate, or a third party and Franchisee also may be required to sign software license agreements and pay an additional software licensing or user fee(s) in connection with Franchisee's use of the software. All right, title and interest in and to the software will remain with the licensor of the software. Franchisee will be liable for all damages (under this Agreement, any other software license agreement Franchisee executes and under applicable law) and problems caused by Franchisee's use of any software on the Computer System.

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

12.17 Data Breach Notification. If Franchisee learns of an incident that may be a data breach, Franchisee must immediately notify Franchisor of the facts that are known about the incident. Although Franchisee is responsible for complying with all System standards and applicable laws regarding data breach notification, Franchisee shall coordinate with Franchisor regarding such incidents where notification to individuals is required before individuals are notified so that Franchisor can be aware of and be prepared to address issues that may affect the System and be in a position to support Franchisee where possible. In the event of an actual or suspected data breach, Franchisee grants Franchisor and its designees and agents the right, exercisable in Franchisor's sole and absolute discretion, to conduct an investigation of the incident and to install, run, and maintain any hardware, software, or code on the Computer System or in Franchisee's computer network necessary or advisable to facilitate the investigation and to contain and remediate the incident, and Franchisee agrees to cooperate with Franchisor and to provide Franchisor with any access and information Franchisor may reasonably request for those purposes. Nothing in the preceding sentence shall relieve Franchisee of its obligation to comply with applicable laws, regulations, rules, standards or any equivalent thereof concerning an actual or suspected data breach. Franchisee is responsible for any costs or financial losses Franchisee incurs or remedial actions that Franchisee must take as a result of an actual or suspected data breach.

12.18 Credit Card Vendors. Franchisee must use any credit card vendors and accept all credit cards and debit cards that Franchisor determines. The term “Credit Card Vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”). Franchisee must abide by (i) the Payment Card Industry Data Security Standards (“PCI-DSS”) enacted by the applicable Card Associations (as may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transaction Act (“FACTA”), and (ii) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments (“Electronic Payment Requirements”). Franchisee must use vendors (and may be required to use one or more Approved Suppliers) to provide security services that are consistent with PCI-DSS, FACTA and applicable Electronic Payment Requirements.

12.19 Contributions and Donations. In order to protect the Marks, Franchisee must obtain Franchisor’s prior written consent (via email is allowed) before making any contributions or donations of items, services, or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic, or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

### **13. DEFAULT, TERMINATION AND EXPIRATION**

#### **13.01 Termination by Franchisor.**

(a) Subject to 30-Day Cure Period. If Franchisee: (i) fails to submit reports or other information or supporting records when due; (ii) fails to make any payment to Franchisor or its affiliates when due; (iii) fails to pay any amounts due as a result of the Franchised Business operations to any third party, including, without limitation, landlord, vendors, suppliers, or any other third party; and/or (iv) breaches this Agreement in any manner not described in subsection (b) and fails to cure such breach to Franchisor’s satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

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

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

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

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

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

(5) Franchisee violates Section 7.01 (Confidential Information), Section 12.01 (Compliance with Law), Section 14.02 (Transfer by Franchisee), or Section 15.01 (Covenants Not to Compete), or commits any other violation of this Agreement which by its nature cannot be cured;

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

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

(8) Franchisee fails to complete the transfer following the death or disability of Franchisee or any owner of Franchisee, pursuant to Section 14.05;

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

(10) Franchisee breaches or fails to comply with: (i) any obligation under this Agreement, the Manual, or System Standard three or more times in any 12 month period, or (ii) the same obligation under this Agreement, the Manual, or System Standard two or more times in any six month period, in either instance, (i) or (ii), regardless of whether Franchisor has provided notice of such previous breaches or failures and regardless of whether such previous breaches or failures were cured; or

(11) Any material breach by Franchisee or Franchisee's affiliate of any Franchise Agreement or other agreement between Franchisee or Franchisee's affiliate and Franchisor or Franchisor's affiliate, which is not cured within the applicable cure period in that agreement (other than a Multi Unit Development Agreement).

13.02 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to Franchisor's access to the Business Records stated in paragraph 11.04, as well as provisions relating to non-competition, confidentiality, and indemnity, will remain in effect, and Franchisee must immediately:

(a) cease doing business under any of the Marks and refrain from, directly or indirectly, at any time or in any manner identifying itself or any business as a current, past or authorized Any Lab Test Now franchisee;

(b) pay all amounts owed to Franchisor based on the operation of the Franchise through the effective date of termination;

(c) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for

Franchisee relating to the operation of the Franchised Business, and all items containing any Marks, copyrights, and other proprietary items;

(d) notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing;

(e) allow Franchisor or representatives access to the Franchised Business and the Computer System to verify and secure Franchisee's compliance with the obligations under this Agreement.

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

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

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

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

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

13.08 Purchase Option. Upon expiration or termination of this Agreement, Franchisor has the right (but not the obligation) to purchase any or all of the furnishings, equipment, signs, fixtures, supplies,



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

**13.09 Liquidated Damages.** Upon Franchisor's termination of this Agreement due to Franchisee's default, Franchisee shall pay liquidated damages to Franchisor in an amount equal to the average monthly Royalty Fee owed by Franchisee (even if not paid) over the 12-month period preceding the date of termination (or, if the Franchised Business was not open throughout such 12-month period, then the average monthly Royalty Fee owed by Franchisee for the period in which the Franchised Business was open), multiplied by the lesser of: (i) 36; or (ii) the number of months remaining in the term of the Franchise Agreement. The liquidated damages owed hereunder are not a penalty; but rather Franchisor and Franchisee represent and agree that the liquidated damages are a reasonable pre-estimate of the monetary losses Franchisor will suffer in the event of early termination. This liquidated damages provision will not limit Franchisor's right to injunctive relief with respect to any violation of the Franchise Agreement.

## **14. TRANSFER.**

**14.01 Transfer by Franchisor.** This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any transfer resulting in the subsequent performance by the transferee of the functions of Franchisor, the transferee shall assume the obligations of Franchisor under this Agreement and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

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

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

- (a) Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at the time Franchisee requests permission to assign this Agreement or at the time of the assignment;
- (b) Franchisee has settled all outstanding accounts with Franchisor;
- (c) Franchisee, and each owner of Franchisee, has executed a general release of claims against Franchisor and its affiliates, owners, employees, and agents, in the form required by Franchisor;

(d) Franchisee pays a transfer fee (the “Transfer Fee”) in the amount of (i) \$7,500, unless the transferee is an existing Any Lab Test Now franchisee, in which case the Transfer Fee will be \$3,750; or the transferee is an entity in which Franchisee’s owners are the majority owners, or if Franchisee transfers the Franchised Business to an adult child, parent, sibling, or spouse of an owner of Franchisee, in which case the Transfer fee will be \$0, plus (ii) any commission or other amount owed to a broker or other representative that is involved in a franchise sale as part of the Transfer;

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

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

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

14.04 Transfer to an Entity. Franchisee may Transfer this Agreement to an entity in which Franchisee owns all of the equity without the payment of a Transfer Fee, provided: (a) Franchisee remains on the Agreement as a party and the entity is added as a co-party; (b) Franchisee, or Franchisee’s operational partner or Manager approved by Franchisor, continues to devote full time and best efforts to manage the daily operations of the Franchised Business; (c) the entity’s activities are confined exclusively to operating the Franchised Business; and (d) the entity assumes joint and several liability with Franchisee.

14.05 Transfer by Death or Disability. Upon the death or disability of Franchisee (if Franchisee is an individual) or of any owner of Franchisee (if Franchisee is an entity), Franchisee’s or the owner’s executor, administrator, guardian, or other personal representative must transfer Franchisee’s or the owner’s interest in this Agreement, the Franchised Business, and/or direct or indirect ownership interest in Franchisee to a third party: (i) whom Franchisor approves; and (ii) who has satisfied Franchisor’s then-current criteria for new franchisees. That transfer must occur within a reasonable time, not to exceed nine months from the date of death or disability and is subject to all of the terms and conditions of this Section 14. A failure to transfer such interest within this time period is a breach of this Agreement. The term “disability” means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the owner from supervising Franchisee’s or the Franchised Business’s management and operation for 90 or more consecutive days. Following the death or disability of such person as described in this Section, if necessary, in Franchisor’s discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated person’s interest is transferred in accordance with this Section. Franchisor may charge a management fee as stated in the Manual, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

14.06 Right of First Refusal.

(a) If Franchisee, or any of its owners, proposes to sell the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a bona fide, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or



Transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

(b) Franchisor shall, for 30 days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to 90 days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal. If Franchisor elects to exercise its right of first refusal, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement

(c) If Franchisor does not exercise this right of first refusal within 30 days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 14. Should the sale fail to close within 120 days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

## **15. COVENANTS**

### **15.01 Covenants Not to Compete.**

(a) During the term of this Agreement and for two years after termination, transfer, or expiration of this Agreement for any reason, Franchisee (including all persons who directly or indirectly hold any ownership interest in Franchisee) agrees to not for itself, individually, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competitive Business. This covenant not to compete applies: (i) during the term of this Agreement: anywhere in the United States; (ii) for a two year period following after the expiration or earlier termination of this Agreement: (a) within Franchisee's Territory; (b) within 25 miles from the boundary of Franchisee's Territory; and (c) within a 25 mile radius from the premises of any Any Lab Test Now business then in operation.

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

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

jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement.

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

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

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

## 16. DISPUTE RESOLUTION

### 16.01 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim between Franchisor and Franchisee, whether or not arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings will be conducted by a single arbitrator. The arbitration will take place in the city where Franchisor's principal offices are located at the time the demand for arbitration is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state arbitration law. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction.

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

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

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

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

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

16.03 Time Limitation. Except for payments owed by one party to the other, and unless prohibited by applicable law, any arbitration or other legal action brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two years from the earlier of (i) date of discovery of the conduct or event and (ii) the date such conduct or event should have been discovered, that forms the basis of the arbitration or other legal action.

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

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

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

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

17.01 Independent Contractor. Franchisor and Franchisee are independent contractors, and no partnership, fiduciary, joint venture, joint employer, or employment relationship exists between Franchisor

and Franchisee. Neither Franchisor nor Franchisee will make any agreements or representations in the name of or on behalf of the other party that their relationship is other than franchisor and franchisee.

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

## **18. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

18.09 Notices. Unless otherwise specified in this Agreement, no notice, demand, request or other communication to the parties shall be binding upon the parties or effective hereunder unless the notice is in writing, refers specifically to this Agreement and is delivered as set forth in this Section to: (i) if to Franchisee, addressed to Franchisee at the notice address set forth in Attachment I; and (ii) if to Franchisor, addressed to 303 Perimeter Center North, Suite 575, Atlanta, Georgia 30346 to the attention of Franchisor's chief executive officer. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Such communications shall be effective upon receipt (or first rejection) and must be: (i) delivered personally; (ii) mailed in the United States mail, with postage prepaid, by certified mail with return receipt requested; or (iii) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to the System, and deliver notices of default by electronic mail to the address set forth in Attachment I.

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

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

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

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

18.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and

the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission (including an electronic signature platform or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

## **19. REPRESENTATIONS AND ACKNOWLEDGEMENTS**

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

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

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

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

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

[Signatures follow on next page.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

**ATTACHMENT I  
TO FRANCHISE AGREEMENT  
SUMMARY INFORMATION**

1. **Premises (Section 4.01).** The Franchised Business will be located at: \_\_\_\_\_

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

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

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

A. **Initial Franchise Fee (Section 5.02):** \$ \_\_\_\_\_

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

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

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

A. **Initial Franchise Fee (Section 5.02):** \$ \_\_\_\_\_

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

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

3. **Franchisee's Notice Address (Section 18.09)**

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

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



**ATTACHMENT II  
TO FRANCHISE AGREEMENT**

**AUTHORIZATION AGREEMENT  
FOR PREAUTHORIZED PAYMENT SERVICE**

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

**Franchisee Information:**

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

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

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

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

Your Bank Account Information:

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

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

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

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

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

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

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

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

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

Form of Ownership (check one):

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

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

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

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

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

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

I hereby certify that I am authorized to execute this Statement of Ownership on behalf of Franchisee.

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

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

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

## ATTACHMENT IV TO FRANCHISE AGREEMENT

### GUARANTY

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

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

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

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

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

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

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

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

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

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

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

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

Executed by:

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

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

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

**ATTACHMENT V  
TO FRANCHISE AGREEMENT**

**NONDISCLOSURE AND NONCOMPETITION AGREEMENT**

*Instructions:*

*This “Nondisclosure and Noncompetition Agreement” must be completed and signed by Franchisee’s owners, each Guarantor of the Franchise Agreement, and each of their spouses, as well as a manager of Franchisee who will have supervisory responsibilities for the Franchised Business and access to the Franchisor’s Trade Secrets. This is an ongoing requirement that continues beyond the execution of the Franchise Agreement. The signed original(s) of this Agreement must be delivered to the Franchisor by Franchisee no later than 10 days following execution of the Franchise Agreement or no later than 10 days following the commencement of the relationship with the Franchisee Affiliate.*

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

*Recitals*

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

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

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

Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets.

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

Franchisee has agreed to obtain from those Franchisee Affiliates written agreements protecting the Trade Secrets and the System against unfair competition.

Franchisee Affiliate desires or will become associated with or be employed by Franchisee; to remain in such employment, or is or will become involved with Franchisee in the capacity of an officer, partner, director, agent, employee, principal, or as a beneficial owner of Franchisee, or as an immediate family member of Franchisee and will become privileged as to certain Confidential Information.

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

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

#### **NONDISCLOSURE AGREEMENT**

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

#### **COVENANTS NOT TO COMPETE**

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

- a. Have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, except with Franchisor's approval;
- b. Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business wherever operating except with Franchisor's approval;
- c. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Any Lab Test Now Business to any competitor; or
- d. Make any disparaging remarks or otherwise take any action or do anything that could reasonably be anticipated to cause loss or damage to the business or business opportunities, affairs, reputation and goodwill of, or otherwise negatively reflect upon, Franchisor, the System or the Marks; however this prohibition shall not extend to communications with governmental authorities.

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

2. This Covenant Not to Compete shall apply:

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

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

## MISCELLANEOUS

1. Franchisee shall make all commercially reasonable efforts to ensure that Franchisee Affiliate acts as required by this Agreement.

2. Franchisee and Franchisee Affiliate agree that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and/or a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. Franchisee and Franchisee Affiliate agree that Franchisee's and/or Franchisee Affiliate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Franchisee and by Franchisee Affiliate.
3. Franchisee Affiliate agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.
4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Franchisee Affiliate shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Franchisee Affiliate.
5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Georgia, where Franchisor has its principal place of business.
6. Franchisee and Franchisee Affiliate irrevocably and unconditionally (a) agree that any legal proceeding arising under this Agreement must be brought in the federal or state court having jurisdiction that is located in the district where Franchisor's principal place of business is then located; (b) consent to the jurisdiction of each such court in any legal proceeding; and (c) waive any objection either party may have to the laying of venue of any proceeding in any of these courts; provided, however, with respect to any action that includes injunctive relief or other extraordinary relief, Franchisor or Franchisee may bring such action in any court in any state that has jurisdiction.
7. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Franchisee Affiliate expressly agrees to be bound by any lesser covenant embraced within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement which shall otherwise remain in full force and effect.
8. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.



9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Franchisee Affiliate hereunder may not be assigned by Franchisee or Franchisee Affiliate without the prior written consent of Franchisor.
10. The waiver by Franchisor of any breach of any provision of this Agreement by Franchisee or Franchisee Affiliate shall not operate or be construed as a waiver of any subsequent breach thereof.
11. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.
12. All notices and demands required to be given hereunder shall be in writing and shall be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) mailed in the United States mail, with postage prepaid, by certified mail with return receipt requested; or (3) sent via overnight courier to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

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

Any Test Franchising, LLC  
303 Perimeter Center North, Suite 575  
Atlanta, Georgia, 30346  
Attention: Chief Executive Officer

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

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

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

If directed to Franchisee Affiliate, the notice shall be addressed to the address identified beneath Franchisee Affiliate's signature.

[Signature page follows.]

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

FRANCHISEE:

FRANCHISEE AFFILIATE:

\_\_\_\_\_  
(Name of Franchisee)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

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

Home Address for Notices: \_\_\_\_\_

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



**ANY TEST FRANCHISING, LLC**

**MULTI-UNIT DEVELOPMENT AGREEMENT**

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ATTACHMENT A - FRANCHISE INFORMATION

## MULTI-UNIT DEVELOPMENT AGREEMENT

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

### RECITALS:

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

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

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

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

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

### **I. TERRITORIAL EXCLUSIVITY**

#### **A. MUD Areas.**

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

(2) Until the termination or expiration of the term, or the Transfer (as defined below) of this Agreement, Franchisee retains its right of exclusivity as long as it is in compliance with the MUD Schedule (as defined below). If Franchisee fails to meet any of its obligations under this Agreement or if Franchisee breaches any other Agreement executed by Franchisee pursuant to this Agreement, Franchisor may terminate the term of this Agreement along with Franchisee's right to develop, open and operate new Units, but the termination of the term of this Agreement will not terminate any rights granted under the Franchise Agreements then in effect between Franchisee and Franchisor in which Franchisee is in compliance. After the expiration or termination of the term of this Agreement, Franchisor may own, operate, franchise or license others to operate additional Any Lab Test Now businesses anywhere, without

restriction, except for within any Protected Territories under Franchisee's Franchise Agreement(s) which remain in effect.

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

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

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

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

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

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

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

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

## **II. DEVELOPMENT OBLIGATIONS**

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

B. Force Majeure / Time of Essence. It is of material importance to Franchisor that Franchisee timely perform all obligations under this Agreement and the Franchise Agreement for each Unit. Should Franchisee be unable to meet the MUD Schedule solely as the result force majeure, which includes strikes, material shortages, fires, floods, earthquakes, and other acts of nature, or by force of law (including Franchisor's inability to deliver a Franchise Disclosure Document), and which Franchisee could not have

avoided by the exercise of due diligence, the MUD Schedule will be extended by the amount of time during which such force majeure existed.

### **III. TERM**

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

### **IV. MUD FEE**

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

### **V. FRANCHISE AGREEMENT**

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

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

C. Franchisor's Discretion. Franchisee acknowledges that all Units must be developed and operated according to Franchisor's standards. Franchisee agrees and recognizes that Franchisor may refuse to grant a Franchise Agreement for a subsequent Unit if Franchisor believes, in its reasonable judgment, that Franchisee does not have sufficient financial resources and other ability (including, but not limited to,



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

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

## **VI. TRANSFER**

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

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

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

(3) Franchisee pays a non-refundable transfer fee to Franchisor in the amount of \$7,500;

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

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

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

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

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

B. By Franchisor. This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any transfer resulting in the subsequent performance by the transferee of the functions of Franchisor, the transferee shall assume the obligations of Franchisor under this Agreement and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

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

D. Transfer to an Entity. Franchisee may Transfer this Agreement to an entity in which Franchisee owns all of the equity without the payment of a Transfer fee, provided: (a) Franchisee remains on the Agreement as a party and the entity is added as a co-party; (b) the entity's activities are confined exclusively to developing and operating the Units; and (c) the entity assumes joint and several liability with Franchisee.

E. Transfer by Death or Disability. Upon the death or disability of Franchisee (if Franchisee is an individual) or of any owner of Franchisee (if Franchisee is an entity), Franchisee's or the owner's executor, administrator, guardian, or other personal representative must transfer Franchisee's or the owner's interest in this Agreement and/or direct or indirect ownership interest in Franchisee to a third party: (i) whom Franchisor approves; and (ii) who has satisfied Franchisor's then-current criteria for new franchisees. That transfer must occur within a reasonable time, not to exceed nine months from the date of death or disability and is subject to all of the terms and conditions of this Section VI. A failure to transfer such interest within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the owner from supervising Franchisee's management and operation for 90 or more consecutive days.

## **VII. DEFAULT AND TERMINATION**

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

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

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

or a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

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

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

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

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

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

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

## **VIII. DISPUTE RESOLUTION**

### **A. Arbitration.**

(1) Disputes Subject to Arbitration. Except as expressly provided to the contrary in this Agreement, any controversy or claim between Franchisor and Franchisee, whether or not arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings will be conducted by a single arbitrator. The arbitration will take place in the city where Franchisor's principal offices are located at the time the demand for arbitration is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state arbitration law. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction.

(2) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief

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

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

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

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

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

C. Time Limitation. Except for payments owed by one party to the other, and unless prohibited by applicable law, any arbitration or other legal action brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two years from the earlier of (i) date of discovery of the conduct or event and (ii) the date such conduct or event should have been discovered, that forms the basis of the arbitration or other legal action.

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

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

F. Legal Costs. If either party institutes a legal proceeding, including a court proceeding, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in

addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with any action at law.

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

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

B. Indemnification.

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

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

## **X. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

J. Notices. Unless otherwise specified in this Agreement, no notice, demand, request or other communication to the parties shall be binding upon the parties or effective hereunder unless the notice is in writing, refers specifically to this Agreement and is delivered as set forth in this Section to: (i) if to Franchisee, addressed to Franchisee at the notice address set forth in Attachment A; and (ii) if to Franchisor, addressed to 303 Perimeter Center North, Suite 575, Atlanta, Georgia 30346 to the attention of Franchisor's chief executive officer. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Such communications shall be effective upon receipt (or first rejection) and must be: (i) delivered personally; (ii) mailed in the United States mail, with postage prepaid, by certified mail with return receipt requested; or (iii) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to the System, and deliver notices of default by electronic mail to the address set forth in Attachment A.

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

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

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

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

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

## **XI. REPRESENTATIONS AND ACKNOWLEDGMENTS**

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

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

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

D. NO PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR

EXCEPT AN AUTHORIZED OFFICER OF FRANCHISOR BY A WRITTEN DOCUMENT.

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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



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

**Franchisee's Notice Address:**

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

**MUD Areas:**

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

- 1.
- 2.
- 3.

**MUD Schedule:**

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

<b><i>The MUD Fee:</i></b> (which is comprised of the Initial Franchise Fee for Unit #1 plus 50% of the Initial Franchise Fee for each additional Unit intended to be opened):	\$_____
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**Expiration Date:** The expiration date of this Agreement shall be the execution date of the Franchise Agreement for Franchisee's last Unit or the date shown above for the last Franchise Agreement scheduled to be executed.

**EXHIBIT D**

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

## STATE ADMINISTRATORS

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

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

### **AGENTS FOR SERVICE OF PROCESS**

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

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

**EXHIBIT E**

**ADDITIONAL STATE REQUIRED FDD DISCLOSURES**

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

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

OUR WEBSITE, [WWW.ANYLABTESTNOW.COM](http://WWW.ANYLABTESTNOW.COM), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

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.

**Item 3, Additional Disclosure.** The following statement is added to Item 3:

Neither we nor any person listed 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 parties from membership in such association or exchange.

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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning transfer, termination or non-renewal of the franchise agreements. If the agreements contain a provision that is inconsistent with the law, the law will control.

The franchise agreement and multi-unit development agreements provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

The franchise and multi-unit development agreements provide for application of the laws of Georgia. This provision may not be enforceable under California law.

The franchise and multi-unit development agreements contain a choice of forum provision. This provision may not be enforceable under California law.

The franchise agreements contain a covenant not to compete that extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Fulton County, Georgia. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section

20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The franchise agreements contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release if you transfer the rights granted under the franchise and multi-unit agreements and if you renew your franchise. These provisions may not be enforceable under California law. 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 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

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

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

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

**Registration of this franchise offering does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

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

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

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 85 ILCS 15/2. 5 (West 2014): Medical Practice Act of 1987. 225 ILCS 60/ (West 2014): and Prohibition Against Fee Splitting at 225 ILCS 60/22.2 (West 2014).

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL DISCLOSURES  
REQUIRED BY THE STATE OF MARYLAND**

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

Any provision requiring you to sign a general release of claims against us as a condition of renewal or transfer, does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Choice of Forum and Law.** The following statement is added to the cover page and Item 17:

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

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

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

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

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

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

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

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

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

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

- A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
- C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.

- G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

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

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

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

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

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

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

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

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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

**California**  
**Illinois**  
**Maryland**  
**Minnesota**  
**North Dakota**  
**Washington**

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

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

1. The following is added to the end of Section 19 of the Franchise Agreement:

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

2. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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



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

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

1. The following language is added to the end of Section XI of the Multi-Unit Development Agreement:

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

2. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. Illinois law shall apply to and govern the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place out of Illinois.
3. Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Acknowledgments. The following paragraph is added to the end of Section 19 of the Franchise Agreement:

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

6. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.
7. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. Illinois law shall apply to and govern the Multi-Unit Development Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Multi-Unit Development Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Multi-Unit Development Agreement may provide for arbitration to take place out of Illinois.
3. Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Acknowledgements. The following paragraph is added to the end of Section XI of the Multi-Unit Development Agreement:  
  
No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection
6. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.
7. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Maryland; **(B)** Franchisee is a resident of the State of Maryland; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Maryland.
2. The following is added to the end of Sections 3.04 and 14.03(c) of the Franchise Agreement:  
  
The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. The following is added to the end of Section 16.03 of the Franchise Agreement:  
  
Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. The following is added to the end of Section 19 of the Franchise Agreement:  
  
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. Acknowledgements. The following is added to the end of Section 19 of the Franchise Agreement:  
  
No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive 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.
7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.
8. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same

agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, INC.

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Maryland; **(B)** Franchisee is a resident of the State of Maryland; and/or **(C)** the MUD Areas will be located in the State of Maryland.
2. The following language is added to the end of Section VI(A)(4) of the Multi-Unit Development Agreement:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. The following language is added to the end of Section VIII of the Multi-Unit Development Agreement:

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. The following language is added to the end of Section VIII(C) of the Multi-Unit Development Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. Acknowledgements. The following is added to the end of Section XI of the Multi-Unit Development Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. This Multi-Unit Development Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive 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.



7. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.
8. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, INC.

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of Minnesota.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the MUD Areas will be located in the State of Minnesota.

2. The following sentence is added to the end of Section VI.A.(4):

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

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

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

4. The following sentences are added to the end of Section VIII:

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

5. The following sentence is added to the end of Section VIII.C:

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

6. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of North Dakota; **(B)** Franchisee is a resident of the State of North Dakota; and/or **(C)** the franchised Any Lab Test Now business will be located or operated in the State of North Dakota.

2. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

1. The provisions of this Addendum form an integral part of, and are incorporated into the Multi-Unit Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of North Dakota; **(B)** Franchisee is a resident of the State of North Dakota; and/or **(C)** the MUD Areas will be located in the State of North Dakota.

2. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

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



3. Except as expressly modified by this Addendum, the Multi-Unit Development Agreement remains unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

**Background.** The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Franchise Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the Franchise Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the Franchise Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise
19. To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the AttorneyGeneral alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

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

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

**Background.** The provisions of this Addendum form an integral part of, are incorporated into, and modify the Development Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Development Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Development Agreement or related agreements concerning your relationship with the franchisor. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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 Development 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.
4. **General Release.** A release or waiver of rights in the Development Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Development Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the Development Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Development Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Development Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the Development Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the Development Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the Development Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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 Development Agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the Development Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

IN WITNESS WHEREOF, the parties have executed this Addendum.

**FRANCHISOR:**

ANY TEST FRANCHISING, LLC

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

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

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

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

**FRANCHISEE:**

\_\_\_\_\_

*If an individual:*

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

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

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

*[If an entity:]*

\_\_\_\_\_

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

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

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

**EXHIBIT G**  
**MANUAL TABLE OF CONTENTS**



**ANY LAB TEST NOW  
OPERATIONS MANUAL TABLE OF CONTENTS**

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
I.      Getting Started Guide .....	56
II.     Daily Operations.....	30
III.    Sales and Marketing .....	61
IV.    Store Operations.....	66
Total Pages.....	213

## **EXHIBIT H**

### **LIST OF CURRENT AND FORMER FRANCHISEES**

**LIST OF FRANCHISED BUSINESSES AS OF DECEMBER 31, 2024**

<b>FRANCHISEE NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>	<b>PHONE</b>
WWMMP LLC	Highway 98, Suite 5B	Daphne	AL	36526	(251) 625-2805
WWMMP LLC	2409 Acton Road, Suite #105	Vestavia Hills	AL	35243	(205) 848-6644
ANDERS LABS LLC 0288-01	107 Brookridge Drive. Suite E2	Madison	AL	35758	(256) 932-5500
Uubee Labs LLC 0331-01	301 North Shackelford Road Suite B3	Little Rock	AR	72211	(501) 312-8885
Lee and Grace Investments	2075 W Warner Rd Suite #2	Chandler	AZ	85224	(480) 422-0880
A & W Legacy LLC	8014 N. 19th Avenue	Phoenix	AZ	85021	(602) 848-2074
Reliable Testing LLC 0325-01	20280 North 59th Ave Suite 116	Glendale	AZ	85308	(623) 825-4564
Entitled LLC	30 South Acoma Blvd	Lake Havasu City	AZ	86403	(719) 634-8378
Lee and Grace Investments	2048 East Baseline Rd., Suite C-5	Mesa	AZ	85204	(480) 503-9980
Andrews Investment Corporation	7264 Cielo Grande	Peoria	AZ	85018	(602) 955-0240
Andrews Investment Corporation	14175 W. Indian School Road, Suite B02	Goodyear	AZ	85395	(623) 288-4445
Lloyd Labs, LLC 0263-01	4025 E Chandler Blvd suite 54	Phoenix	AZ	85048	(480) 885-6700
Arizona Lab Partners, LLC	8902 E Via Linda, Suite 115	Scottsdale	AZ	85258	(480) 451-0002
DeEsta, LLC	7187 East Tanque Verde Rd	Tucson	AZ	85715	(520) 722-8378
ALTN Centennial LLC 0314-01	10909 E Arapahoe Rd	Centennial	CO	80112	(303) 758-1393
SJR Labcorp LLC	7824B N. Academy Blvd	Colorado Springs	CO	80906	(719) 277-8378
SJR Labcorp LLC	1835 S. Nevada Avenue	Colorado Springs	CO	80920	(719) 277-8378
SJR Labcorp LLC	5646 Allen Way, Ste 126	Castle Rock	CO	80108	(303) 955-0729
CNC Venture, LLC	7505 E. 35th Ave., Ste. 375	Denver Central Park	CO	80238	(720) 681-6191
ALTN Longmont LLC 0313-01	1240 Ken Pratt Blvd Unit #8	Longmont	CO	80501	(720) 543-2182
ALTN Thornton LLC 0312-01	881 Thornton Pkwy	Thornton	CO	80229	(720) 712-8100
Alpha and Omega Labs PLLC 0287-01	7650 W. Virginia Ave, Suite C,	Lakewood	CO	80226	(720) 543-2280
SHMK, Inc.	6180 S. Gun Club Road L-4	Aurora	CO	80016	(720) 464-5154
HAZ Inc	430 Peoples Plaza	Newark	DE	19702	(302) 261-6407
SAILAKSHMI INVESTMENTS LLC 0299-01	991 W Orange Blossom Trail	Apopka	FL	32712	(407) 703-9870
J&J St George LLC 0298-01	1310 Seven Springs Blvd	New Port Richey	FL	34655	(727) 843-1033
Lab Test Now Aventura LLC	17138 W. Dixie Hwy.	Aventura	FL	33160	(786) 541-1212
WT Labs, LLC	22900 South Ponderosa Drive	Boca Raton	FL	33428	(561) 213-4003
Iloma Testing	7242 55th Ave East	Bradenton	FL	34203	(941) 727-8378
Leap of Faith Partners, Inc	205 E. Brandon #B	Brandon	FL	33511	(813) 438-8700
Forever Youth LLC	955 North University Drive	Coral Springs	FL	33071	(954) 906-5983
Lab Test Coral Gables LLC	1743 Coral Way	Miami	FL	33145	305-846-9008
Garwin Group, LLC	4343 South State Road 7 Suite 10	Davie	FL	33314	(954) 835-5095
321 Labs, Inc.	5175 West Atlantic Ave.	Delray Beach	FL	33484	(561) 638-5227
Any Lab Test G2 Corp	9851 Northwest 58th Street #116	Doral	FL	33178	(305) 599-3334
D-Van Testing, Inc.	13401-9 Summerlin Rd	Ft Myers	FL	33919	(239) 267-0180
Any Lab Test Florida	4242 North Federal Highway, Ste. A	Ft. Lauderdale	FL	33308	(954) 566-1717
Hallandale Lab USA, Inc.	1452 E. Hallandale Beach Blvd	Hallandale	FL	33009	(954) 457-6000
Intracoastal Labs, Inc.	13170 Atlantic Blvd. Suite 60	Jacksonville	FL	32225	(904) 220-4840
Intracoastal Labs, Inc.	9965 San Jose Blvd., Suite 30	Jacksonville	FL	32257	(904) 220-4840

FRANCHISEE NAME	ADDRESS	CITY	ST	ZIP	PHONE
Intracoastal Labs, Inc.	725 Skymarks Drive, Suite #8	Jacksonville	FL	32218	(904) 648-9800
R Rodriguez Investments, Inc.	1325 East Vine St.	Kissimmee	FL	34744	(407) 344-8378
ANE Medical Solutions, LLC 0268-01	13847 Walsingham Rd. Suite J	Largo	FL	33774	(727) 754-4004
DeCoy Marketing RX, LLC	1155 W 434 Suite 115	Longwood	FL	32779	(407) 571-9505
321 Labs, Inc	145 Palm Bay Rd. NE Suite 102	Melbourne	FL	32904	(321) 586-5227
321 Labs, Inc	543 N. Courtenay Parkway	Merritt Island	FL	32953	(321) 877-2586
Any Lab Test Kendall, LLC	7436 SW 117th Ave	Miami	FL	33183	(786) 558-7400
Innocent Holdings, LLC	9909 Miramar Parkway,	Miramar	FL	33025	(954) 417-8772
The Keza Corporation LLC	2415 Tarpon Bay Boulevard, Suite 7	Naples	FL	34119	(239) 899-8378
AMJ Diagnostics	3433 Kentshire Blvd	Ocoee	FL	34761	(407) 739-6158
Trident Labs and Self Care Services	11867 E. Colonial Dr.	Orlando	FL	32828	(407) 737-8378
321 Labs, Inc	1425 Hand Ave., Suite E	Ormond Beach	FL	32174	(386) 492-5559
Any Lab Test Solutions LLC 0073	4206A Northlake Blvd.	Palm Beach Gardens	FL	33410	(561) 624-0055
Any Lab Test Solutions LLC	1676 Congress Ave	Palm Spring	FL	33461	(561) 452-6637
WWMAP, LLC	330 West 23 <sup>rd</sup> St., Suite H	Panama City	FL	32405	(850) 200-0180
FL Labs of Escambia County LLC	4761-2 Bayou Blvd.	Pensacola	FL	32503	(850) 912-8500
Hallandale Lab USA, Inc.	12675 S. Dixie Hwy.	Pinecrest	FL	33156	(954) 457-6000
Garwin Group, LLC	8367 Sunrise Blvd	Plantation	FL	33322	(954) 916-1072
Leap of Faith Partners, Inc	3135 SR 580	Safety Harbor	FL	34695	(727) 723-8378
My Florida Holdings	2300 Bee Ridge Road	Sarasota	FL	34231	(941) 416-4157
Sunshine Testing, LLC 0259	6812 22nd Ave North	St. Petersburg	FL	33710	(727) 513-2305
321 Labs, Inc	1296 NW Federal Hwy	Stuart	FL	34994	(772) 692-5227
Leap of Faith Partners, Inc	3937 W. Kennedy Blvd.	Tampa	FL	33614	(813) 600-5255
My Florida Holdings, LLC	1846 South Tamiami Trail, #11	Venice	FL	34293	(941) 922-4500
D Van Testing	27421 Wesley Chapel Blvd (State Rd 54)	Wesley Chapel	FL	33544	(813) 991-9292
Any Lab Test Solutions LLC	4350 Okeechobee Blvd	West Palm Beach	FL	33410	(561) 712-0855
C & S Investments of Central Florida, LLC	501 North Orlando Ave.	Winter Park	FL	32789	(407) 647-8378
Any Test, P.C.	5530 Windward Pkwy Ste 1030	Alpharetta	GA	30004	(678) 990-8525
Any Test, P.C.	6309 Roswell Rd., NE, Suite 2-E	Atlanta	GA	30328	(404) 250-9878
Any Test, P.C.	2221 Peachtree Rd. NE	Atlanta	GA	30309	(404) 355-5147
Any Test, P.C.	3328 Washington Road Suite 1-C	Augusta	GA	30907	(706) 842-7201
Any Test, P.C.	3875 Austell Road, Suite 202	Austell	GA	30106	(678) 483-0606
Any Test, P.C.	5450 Whittlesey Blvd	Columbus	GA	31909	(706) 775-8454
Any Test, P.C.	2062 North Decatur Rd	Decatur	GA	30033	(678) 990-8527
Any Test, P.C.	3634 Satellite Blvd. NW, Mall Corners	Duluth	GA	30096	(770) 495-0282
Any Test, P.C.	440 Ernest W Barrett Parkway, Suite 23	Kennesaw	GA	30144	(770) 919-9144
Any Test, P.C.	6681 Jonesboro Rd, Suite 104	Morrow	GA	30260	(770) 471-2772
Spencer Enterprises, LLC 0332- 01	1821 22nd Street, Suite #105	West Des Moines	IA	50266	(515) 225-1050
ANBAR LLC 0311-01	703 S. Duff Ave, Suite 102B	Aimes	IA	50010	(515) 425-4180
ARFM LLC	6254 East Riverside BLVD	Loves Park	IL	61111	(815) 516-1799
RAS 9, LLC	701 N. Milwaukee Ave #336	Vernon Hills	IL	60061	(847) 349-4949
RA LABS, LLC	100 E Roosevelt Rd	Villa Park	IL	60181	(630) 501-0450

FRANCHISEE NAME	ADDRESS	CITY	ST	ZIP	PHONE
YOUFI LLC	1697 W Algonquin Rd.	Rolling Meadows	IL	60008	(224) 342-1110
SB Lab Inc. 0309-01	2198 East Markland Ave	Kokomo	IN	46901	(765) 614-6400
Pioneer Investments, LLC	7810 E US Hwy 36	Avon	IN	46123	(317) 268-3000
Pioneer Investments, LLC	13636 N. Meridian St.	Carmel	IN	46032	(317) 574-9500
Quick Labs Clarksville LLC	1305 Veterans Pkwy	Clarksville	IN	47129	(502) 896-5707
CLCS Test, LLC	7818 East 96th Street	Fishers	IN	46037	(317) 288-5135
Double T Lab LLC	915 E. Dupont Rd	Fort Wayne	IN	46825	(260) 888-3522
Pioneer Investments, LLC	3100 Meridian Parke Drive; Suite V	Greenwood	IN	46143	(317) 865-3300
Pioneer Investments, LLC	911 N. East Street	Indianapolis	IN	46202	(317) 408-6053
Pioneer Investments, LLC	5550 West 86th Street Suite 104	Indianapolis	IN	46268	(317) 886-9504
Wellness Lab Testing, INC	313 West University Drive	Mishawaka	IN	46545	(574) 287-5041
Direct Access Testing KS	6507 West 119th Street	Overland Park	KS	66209	(913) 320-8669
Locke Investments, LLC	7777 East 21st Street N, Suite 130	Wichita	KS	67206	(316) 677-8770
Professional Labs Inc. 0090	2425 Scottsville Rd. Suite 108	Bowling Green	KY	42104	(270) 599-0555
Modern Health Labs LLC	3413 Dixie Hwy.	Erlanger	KY	41018	(859) 342-8378
Quick Lab Louisville LLC	4600 Shelbyville Rd, Suite 306	Louisville	KY	40207	(502) 896-5707
Quick Lab Middleton LLC	12935 Shelbyville Rd, Suite 108	Middletown	KY	40243	(502) 410- 0000
DC Lab Testing LLC 0043	14635 S. Harrell's Ferry Rd Unit 3C	Baton Rouge	LA	70815	(225) 752-5681
DC Lab Testing LLC	2121 Airline Drive	Bossier City	LA	71111	(318) 725 -2190
DC Lab Testing LLC 0043	360 Emerald Forest Blvd.; Unit H	Covington	LA	70433	(985) 273-0608
DC Lab Testing LLC 0043	5953 West Park Avenue; Suite 1059	Houma	LA	70360	(985) 262-3457
DC Lab Testing LLC 0043	4414 Johnston St. Suite D	Lafayette	LA	70503	(337) 704-2244
DC Lab Testing LLC 0043	114 W Prien Lake Road	Lake Charles	LA	70601	(337) 502-9885
DC Lab Testing LLC 0043	3117 7th Street Suite 100	Metairie	LA	70002	(504) 838-2254
DC Lab Testing LLC 0043	5737 Youree Drive	Shreveport	LA	71105	(318) 219-4849
Divine Wellness, LLC 0261	37112 Six Mile Rd. Unit B11	Livonia	MI	48152	(734) 884-4900
Stick People, LLC	2070 West Auburn Rd	Rochester Hills	MI	48309	(248) 963-1616
DASTA, LLC	20200 Heritage Drive	Lakeville	MN	55044	(651)259-8800
Landrock Inc 0320-01	13545 Northdale Blvd Ste 120	Rogers	MN	55374	(763) 298-3737
Affordable Healthcare Testing, LLC	4345 Nathan Lane North Suite G	Plymouth	MN	55442	(763) 398-5115
Dildora Lab LLC 0334	14071 Manchester Road	Ballwin	MO	63011	(636) 238-5330
Direct Access Testing LLC	18921 East Valley View Pkwy, Ste. E	Independence	MO	64055	(816) 837-8669
MidWest Lab Services, LLC	1921 E. Independence Avenue	Springfield	MO	65804	(417) 889-8378
Raising Hope LLC	257 Ridge Way	Flowood	MS	39232	(601) 292-4955
Innovative Pharmacy Services, Inc.	312-D Marion Ave	McComb	MS	39666	(601) 250-5884
Health Screening, Inc.	8204 Tryon Woods Drive, Ste 107	Cary	NC	27518	(984) 200-0563
Health Screening, Inc.	1804 Martin Luther King Jr Blvd, #3	Chapel Hill	NC	27514	(919) 240-5685
Unicorn Palmetto Investments, LLC	8318 Pineville Matthews Road, Suite 712	Charlotte	NC	28226	(704) 541-8115
Unicorn Palmetto Investments, LLC	10106 Benfield Rd Suite 103	Charlotte	NC	28269	(704) 665-5010

FRANCHISEE NAME	ADDRESS	CITY	ST	ZIP	PHONE
Health Screening, Inc.	105 W. NC 54	Durham	NC	27713	(919) 321-4355
The LAM Group, LLC	14231 Market Square Drive STE C2	Huntersville	NC	28078	(704) 948-7444
Unicorn Palmetto Investments, LLC	622 Indian Trail Road	Indian Trail	NC	28079	(704) 318-4320
Health Screening, Inc. 0034	6401 Triangle Plantation Dr., Suite D-103	Raleigh	NC	27616	(919) 521-4475
IJL Enterprises LLC	1319 Military Cutoff Rd Suite D	Wilmington	NC	28405	(910) 208-9642
DMP Enterprises LLC	3019 13 <sup>th</sup> Ave. South Suite B	Fargo	ND	58103	(701) 566-7313
Medlab LLC 0315-01	4710 Tramway Blvd NE	Albuquerque	NM	87110	(505) 296-7800
KaceyMD, Inc 0275-01	9360 W. Flamingo Road, Suite 105	Las Vegas	NV	89147	(702) 930-6432
Gracewell LLC 0284-01	1111 Steamboat Parkway, Suite 430	Reno	NV	89521	(775) 416-1001
Peterson Labs Canton LLC	4782 Dressler Rd.	Canton	OH	44718	(330) 915-8232
Matthews Lab Testing LLC 0319-01	1259 Log Pond Drive	Newark	OH	43055	(740) 616-8541
Ohio Labs LLC	1450 North Cole Street	Lima	OH	45801	(419) 812-2228
Ohio Lab Solutions LLC 0285-01	8210 Macedonia Commons Blvd #68	Macedonia	OH	44056	(234) 704-0050
Modern Health Labs LLC	1104 Kemper Meadow Drive	Forest Park	OH	45240	(859) 342-8378
ALTN Medina Inc	5155 Buehlers Dr Suite 102	Medina	OH	44256	(330) 723-8378
Berardinelli Corporation 0270-01	28951 Lorain Road Unit A	North Olmsted	OH	44070	(440) 455-4180
Powerstone, Inc 0206	3408 36th Ave. NW	Norman	OK	73072	(405) 955-2586
Powerstone, Inc	14600 North Pennsylvania Avenue Suite B	Oklahoma City	OK	73134	(405) 938-ALTN
Powerstone, Inc	3807-D S. Peoria Ave	Tulsa	OK	74105	(918) 600-2586
Bratland Management Co.	1733 Pearl Street Suite A-2	Eugene	OR	97402	(541) 343-2398
Jill & Stacy LLC 0283-01	19289 SW Martinazzi Ave	Tualatin	OR	97062	(503) 427-2169
SHAKTI MAA INC 0300-01	10441 Perry Hwy #9	Wexford	PA	15090	(412) 430-3800
Next Gen Medical Diagnostic Services LLC 0295-01	1105 West Chester Pike Suite B-15	West Chester	PA	19382	(267) 388-2888
Parabellum Holdings LLC	2 Summit Square Center, Suite G	Langhorne	PA	19047	(267) 405-9922
ViMap, LLC	The Shoppes at Bloomfield Village 235 Bloomfield Drive 110 Building B	Lititz	PA	17543	(717) 207-7604
Parabellum Holdings LLC	131 S. State Road	Springfield	PA	19064	(610) 543-2211
Mount Pleasant Wellness Center LLC	1836 Ashley River Road Suite #E	Charleston	SC	29407	(203) 834-7696
Test Lab, LLC 0262-01	285 Columbiana Dr. Suite H	Columbia	SC	29212	(803) 769-8100
MACFAC LLC	729 Crossroads Plaza, Suite 7	Fort Mill	SC	29708	(803) 381-0080
Angelik Lab Services, LLC	1140 Woodruff Road; Suite #107	Greenville	SC	29607	(864) 329-0935
Miller Family Chiropractic	1161 Oakland Market Drive	Mt. Pleasant	SC	29464	(843) 884-5505
Indigo Dream LLC 0274	5401 Dick Pond Rd. #A-1	Myrtle Beach,	SC	29588	(843) 353-0800
Any Lab Test Now, Inc.	7155 Lee Hwy, Suite 400	Chattanooga	TN	37421	(423) 894-9285
Anderson Retail Group LLC	9789 US-64	Arlington	TN	38002	(901) 697-3310
Professional Labs INC	2257 Wilma Rudolph Blvd	Clarksville	TN	37040	(931) 552-1165
Wellcare of Middle Tennessee	1745 Galleria Blvd. #1050	Franklin	TN	37067	(615) 778-9025
Anderson Retail Group LLC	5075 Park Avenue	Memphis	TN	38117	(901) 290-3127

FRANCHISEE NAME	ADDRESS	CITY	ST	ZIP	PHONE
Wellness of Middle Tennessee LLC 0271	1790 W Northfield Blvd	Murfreesboro	TN	37129	(615) 624-7224
Wellcare of Middle Tennessee	114-A 29 <sup>th</sup> Ave N	Nashville	TN	37203	(615) 730-6047
Any Lab Test Now Abilene, LLC	3351 Turner Plaza Drive 108A	Abilene	TX	79606	(325) 691-7256
The Whether Report	201 Westgate Parkway Suite L	Amarillo	TX	79121	(806) 331-3335
Nortex Lab Stores LLC	5435 S Cooper St, Suite 105A	Arlington	TX	76018	(817) 784-0100
Controlled Wellness, LLC	9500 South IH-35 Ste. L- 750	Austin	TX	78748	(512) 280-7700
Controlled Wellness, LLC	6317 Bee Caves Rd, Suite 210	Austin	TX	78746	(512) 382-6500
Controlled Wellness, LLC	10900 Lakeline Mall Dr Ste 550	Austin	TX	78717	(512) 413-1694
Controlled Wellness, LLC	5501 Balcones Dr Suite 5523 B	Austin	TX	78731	(512) 459-2200
Ornithogallus, L.L.C.	2215 Rollingbrook Drive Suite 120	Baymount	TX	77521	(281) 837-5660
DC Lab Testing LLC	3677 Calder Avenue	Beaumont	TX	77706	(409) 839-4904
Ind Opulence LLC	1369 S. Main St., Suite 105	Boerne	TX	78006	(830) 730-7777
Nortex Lab Stores LLC	671 Northeast Alsbury Blvd.	Burleson	TX	76028	(817) 744-8801
Skilled Lab Stores	294 Uptown Boulevard	Cedar Hill	TX	75104	(682) 265-9988
South Plains HWTC2, LLC	3505 Longmire Drive, Suite C	College Station	TX	77845	(979) 485-9467
LeeChelle 59 LLC 0136	5417 Everhart Road	Corpus Christi	TX	78411	(361) 400-0707
Greenhigh Labs LLC	11930 Preston Road #120	Dallas	TX	75230	(214) 295-7900
Greenhigh Labs LLC	5219A W. Lovers Lane	Dallas	TX	75214	(214) 956-8378
Greenhigh Labs LLC	6333 # Mockingbird Ln, Suite 121	Dallas	TX	75209	(469) 372-2269
Xperion Diagnostic, LLC	2215 S. Loop 288, Suite 408	Denton	TX	76205	(940) 310-2856
Xperion Diagnostic, LLC	809 Gallagher Drive	Sherman	TX	75090	(903) 444-9400
Southwest Lab Services LLC	7933 N. Mesa St. Suite 1	El Paso	TX	79932	(915) 201-3016
Skilled Lab Stores, LLC	1060 North Main Street Suite 101A	Euless	TX	76039	(817) 354-8378
Del Cuaron Enterprises Inc.	1221 Flower Mound Rd, Ste. 310	Flower Mound	TX	75028	(972) 691-2800
J G Johnson Holdings, LLC	3520 Preston Blvd. Ste. 113A	Frisco	TX	75034	(972) 596-6181
Nortex Lab Stores LLC	2700 Western Center Blvd. Ste 100	Ft. Worth	TX	76131	(817) 349-0991
Nortex Lab Stores LLC	5512 Bellaire Dr. South	Ft. Worth	TX	76109	(817) 377-4555
Xperion Diagnostics, LLC	3046 Lavon Drive, Suite 120	Garland	TX	75040	(972) 846-8400
Controlled Wellness LLC	7415 SW Pkwy, Bldg 6, Suite 500 #104	Georgetown	TX	78628	(512) 882-0090
Assurance Lab Works, LLC 0118	1030 East HWY 377; Suite 130	Granbury	TX	76049	(817) 776-4154
Tayma Limited, LLP	201 E. Central Texas Expwy. Suite 640	Harker Heights	TX	76548	(254) 699-8378
Private Health Testing, LLC	11807 Westheimer Suite 560	Houston	TX	77077	(281) 870-8022
Private Health Testing, LLC	5901 Westheimer Rd, Suite W	Houston	TX	77057	(713) 266-7900
Z&F Lonestar LLC	2540 N Beltline Rd.	Irving	TX	75062	(972) 887-5023
Sugar Land Labs LLC	21929 Katy Freeway	Katy	TX	77450	(281) 392-1750
South Plains HWTC3, LLC	30129 Rock Creek Dr suite 900	Kingwood	TX		(281) 984-1001
Controlled Wellness, LLC 0023	1516 Ranch Road 620 South, Suite #120	Lakeway	TX	78734	(512) 240-6670
South Plains Health and Wellness Testing Centers, LP	5217 82 <sup>nd</sup> Street Unit 102A	Lubbock	TX	79424	(806) 771-4858
J G Johnson Holdings, LLC	4550 W Eldorado Pkwy Suite 106	Mckinney	TX	75069	(972) 734-5172
Xperion Diagnostics, LLC	3434 Towne Crossing Suite 106B	Mesquite	TX	75150	(972) 264-1131
THAAR Investments, LLC	1913 Heritage Blvd	Midland	TX	79707	(432) 618-1550
Ind Opulence LLC	244 FM 306, Suite 122	New	TX	78130	(830) 214-7416

FRANCHISEE NAME	ADDRESS	CITY	ST	ZIP	PHONE
		Braunfels			
Clinical Lab Sciences	2802 Business Center Drive	Pearland	TX	77584	(832) 230-8792
J G Johnson Holdings, LLC	4701 W. Park Blvd. Suite 206	Plano	TX	75093	(972) 596-6181
J G Johnson Holdings, LLC 0035	515 W Campbell Rd #107	Richardson	TX	75080	(469) 935-9912
Del Cuaron Enterprises Inc	714 E I30	Rockwall	TX	75087	(833) 456-2586
Lone Star Stick, LLC	1730 B.F. Terry Blvd., Suite 702	Rosenberg	TX	77471	(832) 362-1926
Controlled Wellness, LLC	110 N. Interstate 35, Ste 260	Round Rock	TX	78681	(512) 246-8378
Take Control, Inc.	3270 Sherwood Way	San Angelo	TX	76901	(325) 227-6804
Ind Opulence LLC	17700 San Pedro Ave.; Ste 300	San Antonio	TX	78232	(210) 267-5501
Fima Management, LLC	4219 McCullough Ave. Suite B	San Antonio	TX	78212	(210) 497-6535
Ind Opulence LLC	6222 De Zavala, Suite 104	San Antonio	TX	78249	(210) 558-3784
Fima Management LLC	8348-2 Marbach Rd.	San Antonio	TX	78227	(210) 642-6262
Fima Management, LLC	5720 Bandera Road, Suite 6	San Antonio	TX	78238	(210) 680-5900
Ind Opulence LLC	9910 West Loop 1604, Suite 105	San Antonio	TX	78254	(830) 730-7777
Controlled Wellness, LLC	1941 S. Interstate 35 Suite 113	San Marcos	TX	78666	(512) 212-4098
Ind Opulence LLC	17460 I.H. 35 North Suite 400	Schertz	TX	78154-1264	(210) 777-2147
Skilled Lab Stores, LLC	500 W. Southlake Blvd., #134	Southlake	TX	76092	(682) 268-5522
Texas Testing LLC	3206 Legends Mist Drive	Spring	TX	77385	(281) 712-1551
FitNow LLC	15910-C Lexington Blvd	Sugar Land	TX	77479	(832) 548-4670
Greenhigh Labs LLC	535 WSW Loop 323, Suite 206,	Tyler	TX	75701	(903) 650-8570
GNE Labs Services LLC	5309 N. Navarro St.	Victoria	TX	77904	(361) 252-9581
MDE Enterprises Esquire 0150	Suite 110B	Waco	TX	76712	(254) 300-4183
Texoma Diagnostics, LLC	3916 Kemp Blvd. Suite J1	Wichita Falls	TX	76308	(940) 691-8378
Grandeur Lab Management, LLC	5616 South 900 East	Murray	UT	84121	(801) 305-4689
Grandeur Lab Management LLC	10481 S. Redwood Rd	South Jordan	UT	84095	(385) 342-1113
B Squared Testing LLC	175 W 900 S #5	Saint George	UT	84770	(435) 628-2220
Labs Easy LLC	42775 Generation Dr., #100	Ashburn	VA	20147	(571) 380-9944
Labs Easy LLC	4500 Daly Drive	Chantilly	VA	20151	(571) 500-7030
JC With LLC 0254	14624 Hancock Village Street	Chesterfield	VA	23832	(804) 946-4446
LOGOS HEALTH Inc 0290-01	7713 Sudley Road	Manassas	VA	20109	(571) 569-0789
LabMD3, Inc 0252	2670 D Avenir Place	Fairfax	VA	22031	(703) 775-8378
Virginia Advanced Health	1135 Jefferson Davis Highway	Fredericksburg	VA	22401	(540) 368-9000
4Partners in Health LLC	11446 West Broad Street	Glen Allen	VA	23060	(804) 729-9490
LabMD4 Inc	3019 11th Street North	Arlington	VA	22201	(703) 775.TEST (8378)
Kasme Corporation	1205 SE Everett Mall Way, Suite D	Everett	WA	98208	(425) 348-7673
Bright Life International, Inc.	16150 NE 85th St.	Redmond	WA	98052	(425) 200-6072
Bright Life International, Inc.	4916 Center Street Suite C,	Tacoma	WA	98409	(253) 666-8619
Goldammer Lab Testing, LLC	The Promenade Shopping Center 857 N. Mayfair Road	Wauwatosa	WI	53226	(414) 258-8378



**LIST OF FRANCHISEES THAT HAVE SIGNED A FRANCHISE AGREEMENT  
BUT THE FRANCHISED BUSINESS IS NOT YET OPERATIONAL AS OF DECEMBER 31, 2024**

FRANCHISEE NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Lee & Grace Investments, LLC 0256	3308 W. Adobe Dam Road	Phoenix	AZ	85027	(602) 515-6554
Alpha and Omega Labs PLLC 0287-01	7650 W. Virginia Ave, Suite C,	Lakewood	CO	80226	(720) 543-2280
Capital Labs LLC	7813 N Lagoon Drive, 6A	Panama City	FL	32405	(205) 401-0556
TGM19 Inc	7726 SE 23rd TER	Ocala	FL	34480	(352) 615-6023
Rock Point LLC	2971 Belle Ln	Schaumburg	IL	60193	(630) 999-9148
AliVital LLC	12862 Yellow Pine Street NW	Coon Rapids	MN	55448	(763) 258-3731
Blaze Diagnostics LLC	7626 137th Street CT N	Hugo	MN	55038	(651) 468-7961
Laboratory Ventures LLC	226 Airport Rd, Suite 20	Arden	NC	28704	(205) 451-7112
KaceyMD, Inc 0275-01	9360 W. Flamingo Road, Suite 105	Las Vegas	NV	89147	(702) 930-6432
Essential Check LLC	9311 Shadwick Way	Blacklick	OH	43004	(614) 570-8081
Peterson Labs Akron West LLC	4548 2nd Street NW	Canton	OH	44708	(330) 915-8232
Mahoning Lab Solutions LLC	7433 Croy Road	Canfield	OH	44406	(330) 770-2093
Test Lab, LLC 0262-01	285 Columbiana Dr. Suite H	Columbia	SC	29212	(803) 769-8100
Landrum Labs LLC	286 Bill Christian Road	Hohenwald	TN	38462	(931) 306-7328
Wellness of Middle Tennessee LLC 0271	1790 W Northfield Blvd	Murfreesboro	TN	37129	(615) 624-7224
Nortex Lab Stores LLC	5435 S Cooper St, Suite 105A	Arlington	TX	76018	(817) 784-0100

**LIST OF FRANCHISEES THAT TRANSFERRED A FRANCHISE OR HAD A FRANCHISE  
AGREEMENT TERMINATED OR NOT RENEWED IN 2024**

NAME	FRANCHISEE	STATUS	ADDRESS	CITY	STATE	ZIP CODE	PHONE
David Donegan	D4Solutions LLC	Transfer	10 Hoggard's Ridge	Little Rock	AR	72211	(501) 773-6298
Jeri Fransden	Arizona Lab Partners LLC	Transfer	10119 E. Topaz Dr.	Scottsdale	AZ	85258	(480) 593-7741

NAME	FRANCHISEE	STATUS	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Olaoluwa (Ola) Abimbola	High Country Lab Services, LLC	Transfer	25977 East Frost Circle	Aurora	CO	80016	303-758-1393
Olaoluwa (Ola) Abimbola	High Country Lab Services, LLC	Transfer	25977 East Frost Circle	Aurora	CO	80016	303-758-1393
Olaoluwa (Ola) Abimbola	High Country Lab Services, LLC	Transfer	25977 East Frost Circle	Aurora	CO	80016	303-758-1393
Michael Karsjens	MNCK Legacy LLC	Transfer	15877 155th Street	Rockwell	IA	50469	(641) 420 6266
Charles Lehman	CLCS Test, LLC	Transfer	13636 N. Meridian Street	Carmel	IN	46032	(317) 413-6890
Vasil Ristov	M&M Enterprises 1, LLC	Transfer	5716 NE Hidden Meadow Drive	Lee Summit	MO	64064	(816) 517 9900
Vasil Ristov	M&M Enterprises 2, LLC	Transfer	6507 West 119th Street	Overland Park	KS	66209	(816) 517 9900
Nick Truyol	KSQ BioMed LLC	Transfer	4605 Allegheny CT NW	Albuquerque	NM	87114	(505) 296-7800
Janice Meier	ALTN Strongsville Inc	Termination	6851 Spring Glen Drive	Valley City	OH	44280	(440) 488-0119
Aaron Musselman	Arcadia Lab and Diagnostics, LLC	Non-Renewal	303 Farmview Road	Nazareth	PA	18064	(610) 398-8333
Rebecca Midget	Plasmetrics, LLC	Transfer	921 Hickory Hills Dr	Franklin	TN	37067	(931) 308-6753
Cecil Peters	Nortex Lab Stores LLC	Transfer	206 South Jones	Fort Worth	TX	76048	(813) 239-8452
Paige Baker	Gary L Burelsmith LLC	Non-Renewal	169 College Park	Weatherford	TX	76086	(817) 694-3557
Michael Daugherty	LabMD2 LLC	Closure	20804 Edds Lane	Potomac Falls	VA	20165	(404) 518-8590

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT I**  
**GENERAL RELEASE**

## GENERAL RELEASE

*(To be used at time of Transfer of Franchise or for other Designated Purposes)  
(Should not be signed at time of award of Initial Franchise)*

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant as follows:

1. \_\_\_\_\_ (the “Franchisee”) and its guarantors, shareholders, officers, and directors, and any other person signatory hereto, does hereby release and forever discharge Any Test Franchising, LLC, its affiliates and successors, and their respective agents, assigns, officers, directors, shareholders, employees, and representatives (collectively, the “Released Parties”), from any and all liabilities, claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown. This full, final and absolute release (the “Release”) shall apply to all agreements or contracts heretofore existing or entered into by and between the Franchisee and the Released Parties.
2. It is understood and agreed that the settlement evidenced by this Release is a compromise of all claims herein specified, whether past, present or future, that such claims are doubtful and disputed, and that execution of this Release is not to be construed as an admission of liability on the part of any party. Rather, liability is expressly denied.
3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. No representations as to damages or liability have been made. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties’ respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.
4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all prior negotiations or proposed agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital. Since the purpose of this Release is to end this matter forever, should it develop that there are any errors, mistakes or any omissions in this instrument, whether legal or factual and whether mutual or unilateral, which would cause the release of the parties herein released to be defective or less than complete, then the undersigned will sign any and all documents and do any and all things necessary to effectuate a full, final and absolute release of said party.
5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The terms of this Release arose from negotiations and discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

7. This Release shall be governed by and construed pursuant to the laws of the State of Georgia.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Any Test Franchising, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTORS:**

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

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

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

*The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.*

**EXHIBIT J**

**DISCLOSURE ACKNOWLEDGEMENT FORM**

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

**DISCLOSURE ACKNOWLEDGMENT FORM  
TO BE COMPLETED BEFORE SIGNING A ANY LAB TEST NOW  
MULTI-UNIT DEVELOPMENT AGREEMENT OR FRANCHISE AGREEMENT**

You are preparing to enter into an Any Lab Test Now Multi-Unit Development Agreement or Franchise Agreement (“Agreement”) with Any Test Franchising, LLC (“we” “our” or “us”). Please review each of the following questions carefully and provide complete responses to each.

Franchise Applicant \_\_\_\_\_

1. Have we provided you with a Franchise Disclosure Document at least 14 calendar days (or the earlier of the first personal meeting or 10 business days if you are a prospect based in or will operate in New York; the earlier of the first personal meeting or 14 days if you are a prospect based in or will operate in Iowa; or 10 business days if you are a prospect based in or will operate in Michigan) before you signed any agreements or paid any money or other consideration to us or our affiliates?

Yes \_\_\_ No \_\_\_

2. Did you sign a Receipt indicating the date on which you received the Franchise Disclosure Document?

Yes \_\_\_ No \_\_\_

3. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing the Agreement. (Attach additional pages, if necessary.)

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4. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Any Lab Test Now businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document:

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FRANCHISE APPLICANT (ENTITY OWNER)

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[Insert name of Franchise Applicant]

By: \_\_\_\_\_  
[Name of Person signing on behalf of Franchise Applicant]

Its: \_\_\_\_\_  
[Title of Person signing on behalf of Franchise Applicant]

FRANCHISE APPLICATION (INDIVIDUAL OWNERS)

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[Insert name of Owner]

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[Signature of Owner]

*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 any state franchise registration and disclosure law.*

*This Disclosure Acknowledgment Form is not for use in the State of Washington. California franchisees should not complete this Disclosure Acknowledgment Form. If any California franchisee completes this Disclosure Acknowledgment Form, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Disclosure Acknowledgment Form.*



**EXHIBIT K**  
**STATE EFFECTIVE DATES**

## STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
California	PENDING
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
Michigan	PENDING
Minnesota	PENDING
North Dakota	PENDING
South Dakota	PENDING
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

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

## RECEIPT

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

If Any Test Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Any Test Franchising, LLC give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Iowa requires that Any Test Franchising, LLC give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Michigan requires that Any Test Franchising, LLC give you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

If Any Test Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commissioner, Washington, D.C. 20580 and the state agency listed on Exhibit D for your state.

The franchisor is Any Test Franchising, LLC, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346, (800) 384-4567

Any Test Franchising, LLC authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

Date of Issuance: April 30, 2025

The franchise sellers for this offering are Clarissa Bradstock, Chief Executive Officer; Terri McCulloch, Vice President, Business Development, and Mary Robinson, Implementation Manager, Any Test Franchising, LLC, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346; Phone: 800.384.4567; and Kelly Cromptvoets, Director and Chief Marketing Officer; Richard Sean Hart, Vice President of Franchise Development; Lynn Brewer, Franchise Development Director, Haigen Mirando, Franchise Development Director; Victoria Wright-Glaser, Franchise Development Associate; Cresso Brands, LLC, 303 Perimeter Center North, Suite 575, Atlanta, GA 30346; Phone: 800.384.4567.

I have received a disclosure document dated April 30, 2025 that included the following Exhibits:

- |  |  |
|--|--|
| A Financial Statements                                   | G Manual Table of Contents               |
| B Franchise Agreement                                    | H List of Current and Former Franchisees |
| C Multi-Unit Development Agreement                       | I General Release                        |
| D State Administrators and Agents for Service of Process | J Disclosure Acknowledgement Form        |
| E Additional State Required FDD Disclosures              | K State Effective Dates                  |
| F State Required Agreement Addenda                       |  |

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

\_\_\_\_\_  
(Print Name)

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

Please sign this copy of the receipt, date your signature, and retain it for your records.

## RECEIPT

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

If Any Test Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Any Test Franchising, LLC give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Iowa requires that Any Test Franchising, LLC give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration to us or an affiliate in connection with the proposed franchise sale. Michigan requires that Any Test Franchising, LLC give you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration, whichever occurs first.

If Any Test Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commissioner, Washington, D.C. 20580 and the state agency listed on Exhibit D for your state.

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| E Additional State Required FDD Disclosures              | K State Effective Dates                  |
| F State Required Agreement Addenda                       |  |

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

\_\_\_\_\_  
(Print Name)

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

Please sign this copy of the receipt, date your signature, and return it to Any Test Franchising, LLC.