FRANCHISE DISCLOSURE DOCUMENT

GALT PHRANCHISE SYSTEMS, LLC
A Georgia limited liability company
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In purchasing a franchised business from the Franchisor, Galt Phranchise Systems, LLC, the franchised business is to operate a pharmaceutical sales business to promote products owned or licensed by the Franchisor using Franchisor's proprietary system of policies and procedures.

The total investment necessary to begin operation of a Galt Pharmaceuticals franchise is $122,350 to $348,700. This includes $100,000 to $300,000 that must be paid to the franchisor or affiliate.

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

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

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

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

Issuance date: April 6, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Georgia. Out-of-state 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. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Unregistered Trademark**. A primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection 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 sub-franchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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EXHIBITS

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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "GPS", "Galt Phranchise System", "Franchisor", "we", "us," or "our" refers to GALT PHRANCHISE SYSTEMS, LLC (but not to our officers, directors, agents, employees, affiliates, parents, or subsidiaries). "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Confidentiality Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates.

Our name is Galt Phranchise Systems, LLC. Our principal business address is 3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339.

Our parent entity is Galt Companies, LLC ("Galt Companies"). Galt Companies is a Georgia limited liability company which shares our principal business address. Galt Companies has not offered franchises in other lines of business, and Galt Companies does not offer any services or products to our franchisees.

One of our affiliates, Galt Pharmaceuticals, LLC ("GALTRX"), virtually manufactures or licenses the pharmaceuticals that franchisees may promote and may also provide products or services to our franchisees. GALTRX has not offered franchises in other lines of business; GALTRX is a Georgia limited liability company which shares our principal business address.

Another of our affiliates is Atland Pharmaceuticals, LLC ("Atland") which sells a line of generic pharmaceuticals which you will also promote; Atland is an Alabama limited liability company which shares our principal business address in Georgia. Atland has not offered franchises.

Another of our affiliates is Galt Direct, LLC ("Galt Direct") which distributes both GALTRX and Atland Pharmaceuticals products to customers. Galt Direct is a Georgia limited liability company formed in December 2025, which shares our principal business address. Galt Direct has not offered franchises.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "Galt Phranchise Systems, LLC," "Galt Phranchise Systems," "Galt Phranchise System," and "GPS." We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Georgia is Christopher Knapik, and the agent's principal business address is 285 Peachtree Center Ave, NE, Suite 2300, Atlanta, Georgia 30303. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Georgia limited liability company. We were formed on December 21, 2017.

Information About Our Business and the Franchises Offered

We (that is, Galt Phranchise Systems, LLC) do not operate businesses of the type being franchised, but our affiliates do.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a pharmaceutical sales business. You must operate your business according to our standards, which are necessary to protect the high standards that are associated with the Galt Pharmaceuticals brand.

If we provide you with any confidential information prior to executing a franchise agreement (for example, in connection with a discovery day or upon your request), we reserve the right to require you to execute a Confidentiality Agreement (attached as Exhibit L to this disclosure document) prior to receiving such confidential information.

As part of the business, you will assist us in promoting pharmaceuticals manufactured (or virtually manufactured) or licensed by GALTRX (including generic pharmaceuticals sold or distributed by Atland); your role would be to market GALTRX pharmaceuticals to Health Care Prescriber (HCP) offices and educate pharmacies located in your territory with the goal of having physicians prescribe (and pharmacies fulfill prescriptions for) these pharmaceuticals. GALTRX and Atland receive a prescribed amount known as the "direct sales price" or "DSP" when a pharmaceutical is sold within your territory. GALTRX or Atland assigns a portion of the DSP (as applicable) to us when a GALTRX or Atland pharmaceutical is sold in your territory and data is received by GALTRX or Atland, as applicable, confirming the sale.

You will receive a proportion of the sales of any GALTRX or Atland pharmaceuticals that are filled in your territory following the opening date of your business (as defined in the franchise agreement). Specifically, after we collect payment from GALTRX and Atland, you are entitled to the "Total Sales Margins" which are defined in our franchise agreement and which are an amount equal to forty percent (40%) of the "Total Direct Sales" of GALTRX and Atland Pharmaceuticals sold to "Customers" in the Territory. In turn, "Total Direct Sales" of GALTRX and Atland Pharmaceuticals sold to Customers in the Territory is the "DSP" or direct sales price of GALTRX and Atland Pharmaceuticals sold to Customers in the Territory less the DSP of refunds made during the same time period (which begins on the opening date of the Agreement). "Customers" do not include Central Fill Pharmacies, as that term is defined in the franchise agreement.

We will remit payment to you of the Total Sales Margins, after we deduct any fees you owe to us under the franchise agreement or any other agreement with us (such as a promissory note).

The market for these pharmaceuticals is generally customers of all ages. The pharmaceutical market is highly developed and highly competitive and includes other pharmaceutical manufacturers, internet pharmacies, national and regional pharmacies, and independent owners. You may have to compete with numerous other pharmaceutical manufacturers, some of which may be franchised. Customers of GALTRX and Atland pharmaceuticals are initially pharmacies who may purchase these pharmaceuticals from wholesalers, and the end-customers of the pharmaceuticals are the general public. Sales are not seasonal.

Laws and Regulations

The pharmaceutical industry is subject to federal and state laws and regulations governing the promotion, marketing, and distribution of prescription drugs. The U.S. Food and Drug Administration ("FDA"), the U.S. Department of Health and Human Services Office of Inspector General ("OIG"), and various state agencies enforce these laws and regulations, which include:

Labeling and Promotional Requirements. FDA labeling and promotional guidelines require sales representatives to utilize only FDA-approved sales materials created by a pharmaceutical manufacturer and submitted to the FDA Office of Prescription Drug Promotion ("OPDP"). Any discussion of GALTRX or Atland products off-label (i.e., conversations that deviate from FDA-approved sales materials provided by GALTRX) will be in direct non-compliance with FDA rules and regulations and may put you in default under your franchise agreement.

Anti-Kickback Statute. The federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) prohibits the knowing and willful offer, payment, solicitation, or receipt of any remuneration to induce or reward referrals of items or services reimbursable by federal healthcare programs. This includes payments, gifts, meals, and other transfers of value to healthcare professionals in connection with prescribing or recommending pharmaceutical products.

Stark Law. The Physician Self-Referral Law (42 U.S.C. § 1395nn) prohibits physicians from referring patients to receive designated health services payable by Medicare or Medicaid from entities with which the physician or an immediate family member has a financial relationship, unless an exception applies. This is one of the reasons Franchisor does not allow any healthcare provider with the ability to prescribe GALTRX or Atland pharmaceutical products, or an immediate family member of such a provider, to become a franchisee in a state where such provider is licensed to practice.

False Claims Act. The federal False Claims Act (31 U.S.C. §§ 3729-3733) prohibits knowingly submitting or causing the submission of false or fraudulent claims for payment to federal healthcare programs. Improper promotional practices, including off-label marketing, may give rise to liability under the False Claims Act.

Open Payments (Sunshine Act). Under 42 U.S.C. § 1320a-7h, pharmaceutical manufacturers must report to the Centers for Medicare & Medicaid Services ("CMS") certain

payments or transfers of value made to physicians, physician assistants, nurse practitioners, and teaching hospitals, including consulting fees, speaking fees, meals, travel, research grants, and other compensation. Franchisees must accurately track and report to GALTRX all transfers of value to healthcare professionals so that GALTRX may satisfy its reporting obligations.

OIG Compliance Guidance. The OIG has issued compliance guidance, special fraud alerts, and advisory opinions addressing pharmaceutical industry practices, including interactions with healthcare professionals, speaker programs, consulting arrangements, and educational activities. Franchisees should be aware that certain promotional practices may present heightened risk under federal fraud and abuse laws.

PhRMA Code. The Pharmaceutical Research and Manufacturers of America ("PhRMA") Code on Interactions with Health Care Professionals is a voluntary industry code of ethics governing pharmaceutical company interactions with healthcare professionals, including meals, speaker programs, consulting arrangements, and educational support. Certain states, including California, Connecticut, and Nevada, require compliance with the PhRMA Code or similar standards.

Drug Sample Regulations. The Prescription Drug Marketing Act ("PDMA") and FDA regulations at 21 C.F.R. Part 203 govern the distribution of drug samples, including requirements that samples be distributed only upon written request of a licensed practitioner, and that detailed records of sample distribution be maintained. Franchisor has various policies and procedures related to the distribution, storage, and return of samples to help you comply with these regulations.

In addition to a breach of your franchise agreement and possible termination for the same, violation of these laws and regulations may result in criminal prosecution, civil penalties, treble damages, exclusion from federal healthcare programs, loss of licensure, and reputational harm.

You must obtain all necessary permits, licenses, and approvals to operate your business. You must comply with all federal, state, and local laws, rules, and regulations that apply to your business. You are responsible for investigating and complying with all applicable laws and regulations, which may change from time to time. You should consult with a legal advisor about whether these and/or other regulations apply to your business.

Prior Business Experience

We have offered franchises since January 27, 2018. None of our affiliates have offered franchises in other lines of business. Other than GALTRX and Atland, none of our affiliates currently provide products or services to our franchisees.

GALTRX has operated Galt Pharmaceuticals in Atlanta, Georgia, and Marietta, Georgia, since May 2013; however, GALTRX operated as Cutis Health, LLC until December 2016.

Atland has operated in Atlanta, Georgia, and Marietta, Georgia, since October 2017 and in Birmingham, Alabama since November 2018.

Galt Direct was formed in November 2025 and is expected to commence operations during 2026 in Atlanta, Georgia and Smyrna, Georgia.

Item 2
BUSINESS EXPERIENCE

Bharat "Barry" Patel, Co-Founder

Bharat "Barry" Patel is our co-founder and has been since our founding in December 2017. Barry is also the co-founder of GALTRX since January 2016, the co-founder of Atland since October 2017, the co-founder of Galt Companies since December 2020, and the co-founder of Galt Direct since November 2025. All of those titles have been held in Atlanta, Georgia, and Marietta, Georgia.

William Wade Smith, Jr., Co-Founder

William Wade Smith, Jr., is our co-founder and has been since our founding in December 2017. He is also the co-founder of GALTRX since January 2016, the co-founder of Atland since October 2017, the co-founder of Galt Companies since December 2020, and the co-founder of Galt Direct since November 2025. All of those titles have been held in Atlanta, Georgia, and Marietta, Georgia.

Kevin S. Vora, Director of Business Development – Franchise Sales

Kevin S. Vora is our Director of Business Development – Franchise Sales, and he has held that title in Atlanta, Georgia; Marietta, Georgia; and Hillsborough, New Jersey, since February 2018.

Michael J. Harley, Chief Franchise Officer

Michael J. Harley is our Chief Franchise Officer and has held that title in Atlanta, Georgia since the date of this disclosure document; he has also been a consultant for us since January 2023. He is also the President of Reservec, Inc., in Sun City Center, Florida, and has been since January 2016.

Michele Licciardello, Director of Franchise Operations

Michele Licciardello is our Director of Franchise Operations, and she has held that title in Atlanta, Ga since August 2024. Michele has been with GALTRX and/or us since 2018. Her role has evolved over the years and is currently the Director of Franchise Operations, as of 2024.

Viral Patel, Manager of Training

Viral Patel has been our Manager of Training since December 2025. Prior to that, he was a sales representative for GALTRX between July 2025 and November 2025, and he was one of GALTRX's fellows between July 2024 and June 2025. All of those titles have been held in Atlanta, Georgia. Between October 2017 and May 2024, he was intern/technician for Kroger Pharmacy in Athens, Georgia.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Initial Franchise Fee

When you sign your franchise agreement, you must pay us an initial franchise fee, which is nonrefundable under any circumstances. The fee that you must pay will be specified in your franchise agreement and will be between $100,000 and $300,000; the amount of the fee will vary based on the location of your territory and will take into consideration the amount of GALTRX and Atland pharmaceutical sales that are taking place at the time of your franchise agreement. For example, a territory which already has robust sales will be priced higher than a territory which does not.

Other than this, this fee is uniform, although we reserve the right to charge a reduced fee if a franchisee purchases more than one territory and/or is deemed to provide other strategic value. We may allow you to finance a portion of the initial franchise fee; see Item 10 for details. During the past fiscal year, the ranges of initial franchise fees were $125,000 to $300,000.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Optional Product/Service Fees	Varies	Varies	We may offer you the opportunity to sell additional products and services in the future. You will have the option to accept or decline these opportunities. The fees we will charge in connection with these opportunities will be identified prior to the time you have to accept or decline the opportunities.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training fee	Currently, $750 per person	Prior to attending training	If you send a manager or other employee to our training program after you open, or if you request any additional training (including onboarding), we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, no administrative charge.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, PEO vendors, sample fulfillment, market research, sales coaching, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Technology Fee	Currently, $499 per month	Monthly	You will be required to pay a monthly technology fee of $499 to cover the increasing cost of supplying technology solutions to the network and/or to fund continued development of new and innovative features of the system supports sites. The current technology fee covers the cost of up to three email addresses, use of our required CRM software and Sharepoint software, e-commerce platform, and our online learning management system (LSM). We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in your Business. As described in Item 11, we may require you to use certain software.
Additional Email Fee	$50 per additional email address	Monthly	You will be required to pay a monthly fee of $50 per email address for each additional email address your business requires, including those of other owners and sales representatives.

Type of Fee	Amount	Due Date	Remarks
Shared third-party supplier charges	Your share of any charges billed to us on behalf of your business	On demand	Sometimes it may be in the best interests of the Galt Pharmaceuticals brand for suppliers to bill us on a system-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.
Sample Fee	Varies in price depending on the sample drug being purchased	On demand	We are the only authorized provider of pharmaceutical samples. If you elect to buy samples from us, you will pay our reasonable price for these samples.
Marketing Fund Contributions	Our then-current Marketing Fee, not to exceed $1,000 per month per territory.	Monthly	We do not currently have a Marketing Fund. If we implement this fund in the future, you will pay us a monthly fee.
Non-compliance fee	$500 per instance	On demand	We may charge you $500 for any aspect of your business which is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 10 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	In addition to non-compliance fees, if you serve a customer outside of your territory without our prior written permission, we may impose this fee.
Reimbursement	Amount that we spend on your behalf, plus a 10% administrative fee	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us along with the administrative fee.

Type of Fee	Amount	Due Date	Remarks
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection or enforcement	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees, accounting fees, and other professional costs) in attempting to collect amounts you owe to us or otherwise enforcing your franchise agreement.
Special support fee	Our then-current fee (currently $750 per day), plus our expenses.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	When billed	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Conference fee	As determined by us; currently, $0.	Prior to convention	If we elect to conduct a national or regional conference or convention, we may charge you the conference fee. You are responsible for all travel and living expenses of attending any such conference or convention.

Type of Fee	Amount	Due Date	Remarks
Audit costs	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or have not been in compliance you're your agreement, or (2) the audit concludes that you or your business failed to comply with any legal requirements.
Special evaluation fee	Currently $750, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Evaluation and compliance program costs	Actual costs and expenses of participation in such systems	On demand	You must participate in programs required by us for evaluation and compliance, including quality assurance audits, feedback programs, and customer survey programs.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus an administrative fee equal to 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you we can purchase marketing on your behalf), and you will owe our costs plus a 10% administrative fee.
Renewal fee	50% of the then-current franchise fee	Upon renewal	Payable if you enter into a successor franchise agreement at the end of your current franchise agreement term.
Transfer fee	$25,000 per territory if the sale is to a current, qualified franchisee. $50,000 per territory to others	$1,500 when you notify us of your intent to transfer or sell your business; the balance due at the closing of the transaction	Payable if you desire to transfer or sell your business. These amounts are in additional to any broker fees and other out-of-pocket costs we incur

<table>
<tr><th>Type of Fee</th><th>Amount</th><th>Due Date</th><th>Remarks</th></tr>
<tr><td>Tax Reimbursement</td><td>Will vary under the circumstances</td><td>On demand</td><td>You must reimburse us for all sales taxes, franchise taxes, trademark license taxes, and any other taxes imposed on us or our affiliates related to any fees or transactions described in the Franchise Agreement, unless the tax is imposed based on our or our affiliates' income.</td></tr>
<tr><td>Liquidated damages</td><td>An amount equal to 20% to 100% of our initial franchise fee, depending on when the agreement is terminated.</td><td>On demand</td><td>Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
<table>
<tr><th>Termination Date (as measured from the Effective Date of the Franchise Agreement)</th><th>Liquidated Damages (Percentage of your Initial Franchise Fee</th></tr>
<tr><td>1st year</td><td>100%</td></tr>
<tr><td>2nd year</td><td>80%</td></tr>
<tr><td>3rd year</td><td>60%</td></tr>
<tr><td>4th year</td><td>40%</td></tr>
<tr><td>5th year (and thereafter)</td><td>20%</td></tr>
</table></td></tr>
<tr><td>Indemnity</td><td>All of our costs and losses from any legal action related to the operation of your franchise or any act by you or your employees</td><td>On demand</td><td>You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the development or operation of your franchise, or any act or omission by you or any employee of your business (unless caused by our intentional misconduct or gross negligence).</td></tr>
<tr><td>Prevailing party's legal costs</td><td>Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party</td><td>On demand</td><td>In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.</td></tr>
</table>

All fees are payable only to us. All fees are imposed by us and collected by us. All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. Any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Initial franchise fee (see note 1)	$100,000		$300,000	ACH or wire transfer	Upon signing the franchise agreement	Us
Rent, Utilities, and Leasehold Improvements (see Notes 1 and 2)	$0	-	$0	N/A	N/A	N/A
Furniture, Fixtures, and Equipment (see Note 3)	$0	-	$2,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems (see Note 4)	$1,700	-	$3,200	Check, debit, and/or credit	As incurred	Us, vendors and suppliers
Insurance (see Note 5)	$4,000	-	$8,000	Check	Upon ordering	Us, or affiliates, and/or insurance company.

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Vehicle (see Note 6)	$0	-	$3,500	Check	Upon purchase	Vendor
Office Expenses (see Note 7)	$0	-	$500	Check, debit, and/or credit	As incurred	Vendors
Samples (see Note 8)	$100	-	$5,000	Debit, and/or credit	Upon ordering	GALTRX
Marketing Materials (see Note 9)	$50	-	$500	Debit, and/or credit	Upon ordering	GALTRX
Licenses and Permits (see Note 10)	$0	-	$1,000	Check	Upon application	Government
Professional Fees (lawyer, accountant, etc.)	$500	-	$2,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$1,000	-	$3,000	Cash, debit, and/or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 11)	$15,000	-	$20,000	Varies	Varies	Employees, suppliers
Total	$122,350	-	$348,700			

Notes

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your business. Our estimates are based on our experience, the experience of our affiliate, and our current requirements applicable to your business. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your business may be greater or less than the estimates given depending upon the location of your franchise, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations.

1. If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. Otherwise, none

of the other expenditures in this table will be refundable. As provided in Item 10, we may finance a portion of your initial franchise fee; however, other than for the initial franchise fee, neither we nor any affiliate finances any part of your initial investment.

2. We estimate real property, leasehold improvements, and utilities at zero because we expect you will open as a home-based business.

3. The low end estimate assumes that you have a desk, or other suitable furnishings, for your home-based business.

4. This includes our Technology Fee.

5. The franchisee is required to have commercial insurance coverages. See Item 8 for more details on the current coverage requirements. We have arranged with our insurance broker/agent Sterling Seacrest Pritchard (SSP) for the franchisee to contact SSP and complete insurance applications. The franchisee is not obligated to purchase insurance through SSP.

6. Unless your territory is in a densely-populated urban area, you may be required to use a vehicle for your business. Any vehicle you use for your business must meet our system standards and must be in good condition, clean, dent-free, and otherwise presenting a professional appearance; it must also have the insurance we require (see Item 8 for more details). The low-end estimate assumes you already have a personal vehicle for the business. The high-end estimate assumes that you lease a new vehicle, with certain fees and costs payable upon signing the lease.

7. This category includes common office expenses such as stationery and paper and writing materials. We assume that some franchisees will not incur expenses connected with office expenses.

8. You are not required to purchase pharmaceutical samples for your business. GALTRX may provide samples, co-pay, or trial cards to sales representatives that have obtained our certification. We reserve the right to implement or change any sampling program. Samples may or may not have an expense to franchisee. Trial cards incur an expense to the Franchisee at the time of redemption through any licensed pharmacy. Our low-end estimate assumes that there are minimal redemptions, while the high-end estimate assumes additional redemptions. We assume that some franchisees will not incur any expenses in connection with these samples.

9. Once you are certified in GALTRX pharmaceuticals, we will provide you with a $750 credit towards purchasing some initial marketing materials and samples for your business. The low-end estimate assumes that you elect to not purchase additional marketing materials. The high-end estimate assumes that you purchase additional marketing materials.

10. Potential licenses and permits may include business licenses or permits. We assume that some franchisees will not incur expenses connected to licenses and permits.

11. This includes any other required expenses you will incur before operations begin and during the initial 3-month period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the

following factors, basis, and experience: the development of a Galt Pharmaceuticals business by affiliates, historical information provided by other franchisees, and our general knowledge of the industry.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes per territory requirements of: (i) Commercial General Liability insurance, including broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, (iii) Workers Compensation coverage as required by state law and in an amount of at least $1,000,000; (iv) cyber liability coverage in an amount of not less than $250,000 to $1,000,000 (depending on the level of sales in your territory); (v) crime coverage—first and third party—in an amount of not less than $100,000 to $250,000 (depending on the level of sales in your territory); (vi) employment practices coverage in an amount of not less than $1,000,000; and (vii) property coverage which covers the property owned by the franchised business. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

B. Computer software and hardware. You must own and use the computer software and hardware that we specify. See Item 11 for more details.

C. Administrative services. We provide certain administrative services relating to the management of the sales in your territory, including quality assurance and billing and collection services. We are the only supplier of these services, and you must purchase these services from us, although we reserve the right to require that you purchase these services from an affiliate.

D. Marketing materials. We reserve the right to require that you purchase or use approved marketing materials (including requiring you to participate in coordinated marketing promotions) in your territory. Except as otherwise provided in the Manual and advertising or marketing materials that we furnish to you, you must submit all advertising and marketing

materials to us for our written approval before use You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws. We have the right to establish and control all digital marketing.

E. Samples. Pharmaceutical samples can only be distributed by certified sales representatives. Samples are to be distributed by certified sales representatives to licensed HCPs who must sign documentation acknowledging receipt of the samples. The franchisee and certified sales representative are responsible for tracking all sample distributions within our system. Franchisee and certified sales representatives are required to complete a full accounting and inventory of samples received and distributed. Franchisee and certified sales representatives are required to reconcile remaining samples on hand monthly using GPS' business application software. We reserve the right to require that you purchase all pharmaceutical samples from us. GALTRX is the virtual manufacturer of the pharmaceuticals offered by franchisees and is the only authorized provider of GALTRX pharmaceuticals samples. You are not required to purchase samples.

Us or our Affiliates as Supplier

We and our affiliates (including GALTRX are currently the only authorized providers of marketing materials (including sales aids, business cards, additional galtps email accounts, clinical publications, and all other collateral materials used to support sales and marketing efforts of GALTRX Pharmaceuticals). GALTRX and Atland are also the virtual manufacturers or licensees of the pharmaceuticals offered by franchisees and the only authorized provider of GALTRX pharmaceutical samples.

We reserve the right to be a supplier (or the sole supplier) of any other good or service in the future.

Ownership of Suppliers

Bharat "Barry" Patel and William Wade Smith, Jr. are the majority shareholders of Galt Companies, LLC, which is the 100% owner of us, GALTRX, Atland, and Galt Direct. Other than this, none of our officers own an interest in any supplier to our franchisees.

Alternative Suppliers

Currently, we, Atland and GALTRX are the exclusive suppliers of pharmaceuticals, including samples, as well as the marketing materials used in the business. Otherwise, if you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval in writing. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt

of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after evaluation of the intended changes.

We may also conduct market research and testing in one or more outlets to determine consumer trends and salability of new products, materials and services (an "outlet" is simple a business within the GPS system, including a business that may be owned by us or an affiliate). You must cooperate by participating in our market research programs, test marketing new products and services, and providing timely reports and other relevant information regarding marketing research. In connection with such test marketing, you may be required to purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell such products, materials and services.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all franchises in our franchise system. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that refusal would be in the best interests of the franchise system or the network of franchises.

Revenue to Us and Our Affiliates

We and GALTRX may derive revenue based on required franchisee purchases, and we may receive revenue from approved suppliers based on franchisee purchases.

Currently, we expect to derive revenue (and that GALTRX may derive revenue) based on franchisee purchases of samples and marketing materials.

Our total revenue in the prior fiscal year was approximately $12,748,601. Our revenue from all required purchases and leases of products and services by franchisees in the prior fiscal year (including marketing materials and supplies, print materials, and email/technology fees) was approximately $93,038. The percentage of our total revenues that were from required purchases in the prior fiscal year was 0.73%.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 0% to 25% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 0% to 10% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so. We have the right to earn a profit from any product we supply or from designated suppliers. We are not required to give you an accounting of any payments we receive from designated suppliers, nor are we required to share any benefits of supplier payments with you or with any other franchisee.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have set up insurance quote services with preferred vendors to help franchisees purchase required business and/or liability insurance. Franchisees are not required to utilize these services but must secure insurance coverage as required in the franchise agreement.

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.4, 7.6	Items 5, 6, 8 and 11

Obligation	Section in agreement	Disclosure document item
e. Opening	§§ 6.4, 6.5	Items 7, 8 and 11
f. Fees	Article 4, §§ 2.2, 2.3, 2.8, 5.3, 5.5, 7.6, 7.8, 8.4, 9.2, 10.5, 11.2, 11.3, 11.12, 15.2, 14.5, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Article 7, §§ 6.2, 6.3, 8.1, 9.1, 9.2, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.7	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.10, 7.11	Items 6, 7 and 8
n. Insurance	§ 7.13	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§§ 2.5, 7.5, 7.8, 7.12	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§§ 3.2, 18.11	Item 17
v. Post-termination obligations	Article 13, §§ 14.3, 14.4, 14.6	Item 17
w. Non-competition covenants	Not applicable	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

Except as noted below in this Item 10, we do not offer direct or indirect financing. We do not guarantee your note, lease, or other obligations.

We may offer partial financing of the Initial Franchise Fee to financially qualified franchisees. Financing is dependent on your financial qualifications. We reserve the right to suspend the financing program at any time.

We may finance the lesser of (i) $100,000 and (ii) 50% of the Initial Franchise Fee. At the highest level of financing, you will pay $100,000 of the Initial Franchise Fee at the time you sign the Franchise Agreement, and you (and all of your owners) will sign a promissory note for the balance of the Initial Franchise Fee in the form attached to the Franchise Disclosure Document in Exhibit D. The terms of financing for one territory are summarized in the following chart:

Summary Of Financing Offered	
Maximum Amount Financed[(1)]	Up to 50% of Initial Franchise Fee, to a maximum of $100,000
Down Payment[(1)]	The balance of the Initial Franchise Fee (potentially $200,000)
Term[(2)]	48 months
Interest Rate[(2)]	A rate equal to the Prime Rate as of the date that the promissory note is executed plus two percent (2%)
Prepayment Penalty	None
Security Required	Personal Guaranty
Liability on Default	Full amount of remaining principal and interest, plus costs of collection, including attorney fees
Other Default Consequences[(3)]	Termination of Franchise Agreement

Notes:

1. The maximum amount of financing we make available is $100,000 per territory. It may be lower depending on the amount of down payment or the price of the territory. Lower financing amounts will result in lower monthly installment payments.

2. The term of the promissory note will commence upon signing of the franchise agreement and will continue for the full term of the note. The note is payable in 48 equal amortized monthly installments of principal and interest. The first payment will be due on the first day of the second full calendar month after the Effective Date of the franchise agreement.

The promissory note accrues interest beginning on the first day of the first full calendar month following the Effective Date of the franchise agreement. The rate of interest is equal to the prime rate as published by the Wall Street Journal at the time of the note, plus two (2%) percent. The rate of interest will not change over the life of the promissory note.

3. The Franchise Agreement may be terminated with no opportunity to cure the default if you fail to make any payment due under the promissory note within 10 days of its due date. The holder of the promissory note may also declare the entire remaining balance of the principal and interest immediately due and payable.

The promissory note does not require you to waive defenses or other legal rights or bar you from asserting a defense against the franchisor. It is not our practice or intent to sell, assign, or discount to a third party all or part of the financing arrangement. It is not our practice or intent to place the financing with a lender, but we may do so in the future.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5).

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4). We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Operating Manual*. We will give you access to our Operating Manual ("Manual") in such format as we deem appropriate (Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

F. *Business plan review*. We will review your pre-opening business plan and financial projections. (Section 5.2).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 30-60 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, hire employees, and complete certification requirements.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent to refine and develop products or services that you will offer as part of your business, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5).

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $750 per person) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

D. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* To the extent we determine, we will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

E. *Inventory Control*. We will maintain required inventory control of marketing materials and samples as mandated by governmental regulatory agencies. (Section 5.3).

F. *Marketing and Marketing Fund*. We will maintain a Marketing Fund. We or our affiliates may, in our sole discretion, conduct broad-based marketing for our GALTRX Pharmaceuticals and/or Atland Pharmaceuticals. (Section 5.3).

G. *Website*. We (or one of our affiliates) will maintain a website for the Galt Phranchise System brand and the Galt Pharmaceuticals brand. (Section 5.3)

Advertising

(i) *Our obligation*. We or one of our affiliates may conduct the following marketing activities from time to time: local, regional, or national advertising; promotions and promotional materials; public and consumer relations; website development; search engine optimization; the development of technology for the franchise system; and any other purpose to promote the Galt Pharmaceuticals brand. We use outside vendors and consultants to produce advertising and

promotional materials. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website. We have no other obligation to conduct advertising.

(ii) *Your own advertising material*. You may not use your own advertising or marketing material for any promotional or commercialization activities. Due to the highly regulated pharmaceutical industry and various legal or regulatory requirements governing creation and use of marketing materials, all marketing materials and samples are required to be purchased from us and/or our affiliates as appropriate, GALTRX and Atland.

(iii) *Advertising council*. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

(iv) *Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. While we may administer the cooperative, we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

(v) *Marketing Fund*. While we don't currently require you to contribute to our marketing fund, we reserve the right to require you to contribute up to $1,000 per month per territory to our marketing fund in the future.

In our last fiscal year, the funds in the Marketing Fund were spent in the following manner: production (66.85%), media placement (18.69%), administrative (11.42%), and other, including data analytics (3.04%).

We may use such fund for marketing and related purposes and costs. We may use the Marketing Fund for local, regional, or national advertising; promotions and promotional materials; public and consumer relations; website development; and search engine optimization; the development of technology for the franchise system; and any other purpose to promote the Galt Pharmaceuticals brand. We may reimburse ourselves, our authorized representatives, or our affiliates from the Marketing Fund for administrative costs; collections; audits; reasonable accounting, bookkeeping, reporting, and legal expenses; taxes; and all other direct or indirect expenses associated with the programs or materials funded by the Marketing Fund. We may use outside vendors and consultants to produce advertising and promotional materials. We would not

be required to spend any amount of advertising in the area or territory where any particular franchisee is located, and we would not be required to ensure that Marketing Fund contributions directly benefit you or any other franchisees. We may maintain the brand website with Marketing Funds.

If not all marketing funds are spent in the fiscal year in which they accrue, the money would remain in the Marketing Fund to be spent in the next year. The Marketing Fund may spend more money than collected by the Marketing Fund in any given year, and the Marketing Fund may borrow money to cover deficits.

No money from the Marketing Fund would be spent principally to solicit new franchise sales; however, as part of any materials produced by or for the Marketing Fund, we would have the right to include a notation in any advertisement indicating "Franchises Available" (or similar phrasing), and we would have the right include information regarding acquiring a franchise on or as a part of such materials

We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own would not be obligated to contribute to the Marketing Fund. The fund will not be audited. We will make unaudited annual report available to you upon written request if the fund is reinstated.

(vi) *Required spending*. We reserve the right to require that you spend an amount equal to $1,500 per calendar quarter on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you to spend on marketing.

Computer Systems

We require you to purchase computer systems and software as follows: Your business must own a cell phone, a computer, and an iPad with iPadOS version 17 or later (or a comparable tablet) to ensure compatibility with the current software systems. Your tablet should also have a data plan to allow for use in the field without Wi-Fi access. We estimate that these systems will cost between $1,000 and $2,500 to purchase. We also require you to use our cloud-based CRM software platform and Galt-related Office 365 which includes Sharepoint access and one email address

As part of your payment of the fees and other amounts required to be paid under the franchise agreement you will have access to our franchise portal and cloud-based CRM software platform which provides access to all approved sales and marketing resources, along with training programs. The portal will also provide access to territory reports and targeting data. These systems will generate or store data such as sales, customer data, and reports.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts, including our Technology Fee, will be $3,600 and $4,500.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operating Manual

See Exhibit F for the table of contents of our Manual as of the date of this disclosure document, with the number of pages devoted to each subject and the total number of pages in the Manual. We expressly reserve the right to update, revise, or amend the Manual from time to time in our sole discretion; you will receive notice and access to the updated copy if applicable.

Training Program

Our training program consists of the following:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Location
Intro to the Pharmaceutical Industry and FDA Compliance	1	Atlanta, GA or Remote Learning
Internal Resources	2-3	Atlanta, GA or Remote Learning
Clinical Product Training (all 4 products)	8-10	Atlanta, GA or Remote Learning
Pharmaceutical Sales – General	1-3	Atlanta, GA or Remote Learning
Product Certification	4-6	Atlanta, GA or Remote Learning
TOTALS:	15-23	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding initial training classes four to twelve times per year. Initial training will be held remotely or at our offices and business location in Atlanta, Georgia. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials include, but may not be limited to, sales training resources, clinical documents, marketing materials, and the Manual.

Initial training will be supervised by Viral Patel, whose experience is described in Item 2. He has approximately 2 years of experience with us or our affiliates and over 8 years of experience

in the industry. Initial training will be conducted by any members of our staff, all of whom have at least 2 years of experience with us and in our industry.

There is no fee for your owners (and up to 2 additional sales representatives) to attend this initial training prior to the opening of your business. As described in Item 6, there may be fees to bring additional persons to training, and there may be fees for any initial training program offered after your business opens. You must pay the travel and living expenses of people attending training.

You (including all of your owners if you are an entity) and all of your salespersons and managers must attend initial training and obtain our certification prior to being able to market or sell on behalf of the franchisee. You must complete training, including the certification included as part of the training, to our satisfaction at least four weeks before opening your business.

The persons who successfully attend the initial training program will receive our certification on all pharmaceuticals that your business will promote as of the time of this training.

If we permit your business to promote new or additional pharmaceuticals, all of your owners and salespersons must obtain our certification on such pharmaceuticals prior to being able to market or sell such pharmaceuticals.

Following the initial training program, we will offer our "Galt 180" program in which we conduct weekly phone calls for approximately 6 months to guide you on your business. You (including all of your Owners) and your Principal Executive must attend and complete this program.

We currently require annual recertification training for all salespersons and managers. There is no fee for the recertification, which we intend to happen virtually and to take no more than 1 day per year. There are no other additional continuing education requirements in place; however, we reserve the right to change or increase these requirements in our sole discretion.

Item 12
TERRITORY

Your Location

We anticipate that you will manage from your home or from a small office setting. Your primary office must be located in your territory unless we grant you permission (which we may later revoke) to locate your primary office outside of your territory.

Grant of Territory

Your franchise agreement will specify a territory, which will have a population of approximately 450,000 to 750,000 people. The boundaries of your territory are based on traditional pharmaceutical analytics and will be specified by zip codes, county or city lines, or other limits.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement, which may be given or withheld in our sole discretion.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Exclusivity

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 own.

We do grant you a protected territory. In your territory, we will not establish a Galt Pharmaceuticals outlet, nor license or franchise another party to establish a Galt Pharmaceuticals outlet (although another franchisee may operate a home-based business within your territory so long as such franchisee does not solicit sales of customers known to be in your territory). Continuation of your territorial protection depends on your meeting the minimum bi-annual sales quota listed in the franchise agreement, and we may terminate the franchise agreement (or we may suspend your territorial protections to allow us or an affiliate to market and sell in your territory) if you do not meet the sales quota.

In the future, we may decide to offer additional products or services ("optional products and services"), including private label pharmaceuticals, and we may offer you the opportunity to sell these optional products and services in your territory. If you choose to not sell any of those optional products and services, we will have the right (either on our own or through an affiliate or a third-party) to sell those optional products and services in your territory.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

Except as described in this paragraph, we will not solicit or accept orders from customers in your territory, nor authorize another party to serve customers in your territory, under our Galt Pharmaceuticals brand. However, we specifically reserve the right to serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We may also specifically reserve the right to serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We also specifically reserve the right to operate (and license to others to operate) businesses anywhere, including in your protected territory and including using any channel of distribution (including the internet), that do not operate under our trademarks so long as they do not sell Galt

Pharmaceutical brand pharmaceuticals. In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. You cannot serve customers outside of your territory without our prior written permission. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement allows us to do so.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you, subject to the terms and conditions of the franchise agreement. These trademarks are owned by GALTRX.

The following principal trademarks are registered on the Principal or Supplemental Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number	Register
DORAL	October 25, 2016	5067924	Principal Register
NORGESIC	January 24, 2017	5128308	Principal Register
GALT PHARMACEUTICALS	October 23, 2018	5592063	Supplemental Register
GALT PHARMACEUTICALS	November 13, 2018	5608954	Supplemental Register
ORPHENGESIC	April 3, 2018	5438144	Principal Register

Trademark	Registration Date	Registration Number	Register
ORAVIG	April 9, 2019	5721120	Principal Register
TOLECTIN	April 16, 2019	5725500	Principal Register

The registrations for these marks have all been renewed and all required affidavits have been filed.

We make the following statement with respect to the design mark that is on the cover page of this FDD:

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally-registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

Our affiliate, GALTRX, owns the trademarks described in this Item. Under an intercompany license agreement between us and GALTRX, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States (although GALTRX has licensed some of the above-referenced trademarks to others that are not involved in franchising). The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be unilaterally canceled by GALTRX only if (1) we materially misuse the trademarks and fail to correct the misuse, (2) we discontinue commercial use of the trademarks for a continuous period of more than one year, or (3) we cease to be under common control with GALTRX. Either party may terminate if the other (1) becomes subject to a bankruptcy proceeding that is not stayed within seven business days or dismissed or vacated within 45 business days after filing, (2) is dissolved or liquidated, (3) makes a general assignment for the benefit of creditors, or (4) has a trustee or similar agent appointed by order of a court to take charge of or sell any material

portion of its property or business. The intercompany license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected (provided such franchisees are in compliance with the terms of the franchise agreements and all applicable laws, rules, and regulations).

Protection of Rights

Subject to the terms of the intercompany license agreement, we protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement and applicable laws and regulations, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks. You should understand that there could be other businesses using trademarks, trade names or other 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

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management and other

materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual, Sales Playbook, and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and any point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your franchised business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information and use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements. You are prohibited from disclosing, copying, or reproducing confidential information without our express written consent in each instance.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are required to participate personally in the direct operation of your business, and you must devote substantial and significant time and attention to the business.

You—and each of your owners if you are an entity—shall use best efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls). We require that you and all of your owners attend, in person, any annual, national, or regional brand meetings.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business is owned through a corporation or limited liability company, you must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business and must perform the obligations required by the Manual. The Principal Executive must own at least 25% of the business. The Principal Executive must complete our initial training program prior to opening your business, and the Principal Executive must obtain and maintain our certification on all pharmaceutical products promoted by your business. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make best efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Confidentiality Agreement (see Attachment 2 to Exhibit B) and must complete our initial training program and obtain our certification on all pharmaceuticals promoted by your business.

"On-Premises" Supervision

When your business performs pharmaceutical sales services for a customer, you are not required to personally conduct "on-premises" supervision of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor or general manager, and such person is not required to be an owner of the franchise; however, each person acting as on-premises supervisor or general manager (whether that is you or a hired person) must successfully complete our training program, including certification.

If the franchise business is owned by an entity, we do not require that the general manager /on-site supervisor own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager/on-site supervisor (and other key employees that we reasonably designate) sign a confidentiality agreement. We will not require you

to enter into a confidentiality agreement that violates applicable state law or that prohibits a person from being employed by another Galt Pharmaceuticals outlet. We do not require you to place any other restrictions on your manager or on-site supervisor.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must promote for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that you may only solicit sales of customers in your territory unless we otherwise provide prior express written permission.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	5 years from date of franchise agreement.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for one additional 5-year term.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	§ 3.2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew you must: give advance notice to us; be in compliance with all contractual obligations to us and third parties; must have substantially complied with the franchise agreement and other agreements with us throughout the term; have not defaulted more than twice under the franchise agreement; complied with all requirements of ethics and values; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including guaranties); pay renewal fee; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).

Provision	Section in franchise or other agreement	Summary
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; breach of warranties, representations, or covenants to the franchisor; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; failure to meet the minimum sales quota more than once; uncured default of any note; violation of ethics and values; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or evaluation; operate in a manner dangerous to health or safety (if not corrected within 48 hours); cease operations; three defaults in 12 months; cross-termination; charge or conviction of, or plea to, a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; return any GALTRX pharmaceutical samples; cease marketing of products and return marketing materials; cancel assumed names; cancel or transfer phone, post office boxes, directory listings, and digital marketing accounts; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee – defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.

Provision	Section in franchise or other agreement	Summary
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer signs our then-current franchise agreement and related documents (including guaranties); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your franchised business.
p. Death or disability of franchisee	§§ 2.5, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	

Provision	Section in franchise or other agreement	Summary
s. Modification of the agreement	§ 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Atlanta, Georgia) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Georgia (subject to applicable state law)

For additional disclosures required by certain states, refer to Exhibit H - State Addenda to Disclosure Document

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.

The following tables show the historical reported information for the 24 franchisees (each an "**Operational Franchise Outlet**") who operated a total number of 53 territories in the United States that were open and operating for the entire year January 1, 2025, to December 31, 2025 (the **"2025 Reporting Period"**). The Operational Franchise Outlets are described in Table 1.

This Item 19 does not include information for 10 franchisees with a total of 34 franchised territories that were not open the entire 2025 Reporting Period (6 franchisees with a total of 14 territories which opened during 2025, and 4 franchisees with a total of 20 territories which permanently closed during 2025).

For all of these tables, "Total Direct Sales" is defined in the franchise agreement and is the "DSP" or direct sales price of GALTRX and Atland Pharmaceuticals sold to customers in the franchisee's territories less the "DSP" of refunds made during the same time period. A Franchisee's "Total Direct Sales 2025 for Entity" means total of that Franchisee's Total Direct Sales DSP for all of its territories combined for the calendar year 2025. The Total Direct Sales per Territory for a Franchisee is that Franchisee's Total Direct Sales 2025 for Entity" divided by that Franchisee's Number of Territories.

We prepared the information below from our information and from information provided by our franchisees. These reported results are not audited, and we have not independently verified data provided by our franchisees, although we believe it to be accurate.

Table 1—Operational Franchise Outlets

Row Labels	Number of Territories	Total Direct Sales 2025 for Entity	Total Direct Sales per Entity Territory
Franchisee 1	1	$ 2,055,300.00	$ 2,055,300.00
Franchisee 2	1	$ 1,440,910.83	$ 1,440,910.83
Franchisee 3	1	$ 1,142,862.50	$ 1,142,862.50
Franchisee 4	1	$ 818,434.17	$ 818,434.17
Franchisee 5	9	$ 7,278,387.50	$ 808,709.72
Franchisee 6	5	$ 2,957,860.42	$ 591,572.08
Franchisee 7	1	$ 590,050.00	$ 590,050.00
Franchisee 8	1	$ 393,333.75	$ 393,333.75

Franchisee 9	3	$	398,428.92	$	132,809.64
Franchisee 10	1	$	103,842.50	$	103,842.50
Franchisee 11	1	$	91,177.50	$	91,177.50
Franchisee 12	1	$	46,037.50	$	46,037.50
Franchisee 13	1	$	44,025.00	$	44,025.00
Franchisee 14	3	$	127,772.50	$	42,590.83
Franchisee 15	3	$	113,025.00	$	37,675.00
Franchisee 16	1	$	35,947.50	$	35,947.50
Franchisee 17	6	$	141,615.75	$	23,602.63
Franchisee 18	5	$	92,247.92	$	18,449.58
Franchisee 19	2	$	28,175.00	$	14,087.50
Franchisee 20	1	$	12,187.50	$	12,187.50
Franchisee 21	1	$	12,096.50	$	12,096.50
Franchisee 22	1	$	10,350.00	$	10,350.00
Franchisee 23	2	$	12,700.00	$	6,350.00
Franchisee 24	1	$	-	$	-

Table 2-Total Direct Sales for Territory (Per Operational Franchise Outlet)

The following table shows the historical reported information for the average, median, low and high annual average Total Direct Sales per Territory for the 24 Operational Franchise Outlets who were open and operating for the entire 2025 Reporting Period.

The top row contains information for those 8 Operational Franchise Outlets with the highest average Total Direct Sales per Territory for the 2025 Reporting Period. The next row contains information for those 8 Operational Franchise Outlets with the next highest average Total Direct Sales per Territory during the 2025 Reporting Period. The bottom row contains information for those 8 Operational Franchise Outlets with the lowest average Total Direct Sales per Territory during the 2025 Reporting Period.

Total Direct Sales Per Territory (by Franchisee)	Highest	Lowest	Average	Median
Top Third – 8 Operational Franchise Outlets	$2,055,300	$393,333.75	$980,146.63	$813,751.95
Middle Third - 8 Operational Franchise Outlets	$132,809.64	$35,947.50	$66,763.18	$45,031.25
Bottom Third – 8 Operational Franchise Outlets	$23,602.63	$0	$12,140.46	$12,142.00

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

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

We recommend that you make your own independent investigation to determine whether or not the Franchise may be profitable and that you consult with an attorney and other advisors prior to executing the franchise agreement.

Other than the above, do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make 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 Bharat "Barry" Patel and William Wade Smith, Jr, 3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339, and (855) 965-2783, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised*	2023	64	66	+2
	2024	66	69	+3
	2025	69	63	-6
Company-Owned**	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**64**	**66**	**+2**
	2024	**66**	**69**	**+3**
	2025	**69**	**63**	**-6**

*Each territory is considered a separate outlet for purposes of the tables in this Item 20.

**GALTRX has sold its pharmaceuticals, independently and through our sales representatives, but these are not considered company-owned or affiliate-owned outlets.

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Georgia	2023	0
	2024	0
	2025	1
Louisiana	2023	2
	2024	0
	2025	0
North Carolina	2023	0
	2024	2
	2025	0
South Carolina	2023	0
	2024	1
	2025	0
Total	**2023**	**2**
	2024	**3**
	2025	**1**

Table 3
Status of Franchised Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	7	0	2
Arizona	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Florida	2023	1	1	0	0	0	0	2
	2024	2	2	0	0	0	0	4

	2025	4	0	0	0	0	0	4
Georgia	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	1	7
	2025	7	1	0	0	3	0	5
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Louisiana	2023	5	0	0	0	0	0	5
	2024	5	1*	0	0	0	0	6
	2025	6	4	0	0	1	0	9
Mississippi	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	2	0	0	2	0	2
New Jersey	2023	9	1	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	5	0	0	0	0	6
Nevada	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	2**	2
	2025	2	0	0	0	0	0	2
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Pennsylvania	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	4	0	2
Texas	2023	10	0	0	0	0	0	10

	2024	10	0	0	0	0	0	10
	2025	10	1	0	0	3	0	8
Washington	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	**2023**	**64**	**2**	**0**	**0**	**0**	**0**	**66**
	2024	**66**	**6**	**0**	**0**	**0**	**3**	**69**
	2025	**69**	**14**	**0**	**0**	**20**	**0**	**63**

* A franchisee who owned a territory in Georgia transferred that territory for one in Louisiana.

** Another franchisee closed 2 North Carolina territories as part of a separate transaction involving its other territories.

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
N/A	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

Table 5
Projected Openings As Of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Georgia	0	2	0
Florida	0	2	0
Illinois	0	1	0
Kentucky	0	1	0
New York	0	6	0
South Carolina	0	1	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Texas	0	2	0
Totals	**0**	**15**	**0**

Current Franchisees

Exhibit G contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Sale of Previously Owned Outlet

We are not selling a previously-owned franchised outlet now under our control.

Confidentiality Clauses

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 such franchisees will be able to communicate with you.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit E contains our audited financial statements for year-end December 31, 2025; December 31, 2024; and December 31, 2023. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Confidentiality Agreement and Sales Representative Agreement)
C. Form of General Release
D. Form of Promissory Note
I. State Addenda to Franchise Agreement
J. Sales Representative Agreement
L. Confidentiality Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. 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 each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.DFPI@difpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Business Location**	_____
4.	**Opening Deadline**	90 days following the Effective Date
5.	**Principal Executive**	_____
6.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS"), and Franchisee effective as of the date signed by GPS (the "Effective Date").

Background Statement:

A. GPS and its affiliate Galt Pharmaceuticals, LLC ("GALTRX") have created and/or own a system (the "System") for developing and operating a pharmaceutical sales business (sometimes referred to as a "Galt Phranchise Business") to promote GALTRX Pharmaceuticals and Atland Pharmaceuticals".

B. The System includes (1) methods, procedures, and standards for developing and operating a Galt Phranchise Business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by GPS from time to time.

C. The parties desire that GPS license the Marks and the System to Franchisee for Franchisee to develop and operate a Galt Phranchise Business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, or judgment, or appeal thereof, whether formal or informal.

"**Advertising and Promotional Content**" means all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to Galt Phranchise or the Business, including without limitation any printed materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, leaflets, direct mail materials, coupons, and published advertisements); promotional items (such as branded specialty and novelty items, products, and clothing); audio or video advertising (such as radio, television, or podcast ads or online video postings); and Digital Marketing.

"AI Tools" means any technology in the artificial intelligence, machine learning, deep learning, generative artificial intelligence, or other autonomous learning fields, including proprietary algorithms, software or systems that make use of such technologies.

"AKS" means the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) which prohibits the knowing and willful offer, payment, solicitation, or receipt of any remuneration to induce or reward referrals of items or services reimbursable by federal healthcare programs. This includes payments, gifts, meals, and other transfers of value to healthcare professionals in connection with prescribing or recommending pharmaceutical products.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by GPS.

"**Atland Pharmaceuticals**" means any generic medicinal drugs or preparations which are approved by the United States Food and Drug Administration ("FDA") for sale, and which are sold or distributed by Atland Pharmaceuticals, LLC ("Atland").

"**Business**" means the Galt Phranchise business owned by Franchisee and operated under this Agreement.

"Central Fill Pharmacy" is a national, regional, or local pharmacy that has agreed to certain service levels associated with HCP office or patient engagement related to fulfilment of GALTRX and/or Atland products. Due to the nature of the services provided, sales to a Central Fill Pharmacy are not included in Franchisee's Total Direct Sales.

"**Confidential Information**" means all non-public information of or about the System, GALTRX, GPS, and any Galt Phranchise business, including, without limitation, the Manual, our Sales Playbook, trade secrets, all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how. Confidential Information also includes any other non-public information which GALTRX or GPS provides to Franchisee.

"Data Security Event" means any act, both actual or suspected, that initiates either internally or from outside the Business' computers, point-of-sale terminals, and other technology or networked environment and violates any laws or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the System, other Galt Phranchise businesses, or their data or to view, copy, or use Privacy Information or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without GPS's knowledge, instruction, or consent.

"Digital Marketing" means social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications that are intended to promote Galt Phranchise and/or the Business.

"DSP" or "Direct Sales Price" of any GALTRX Pharmaceuticals or Atland Pharmaceuticals means the actual sales price to a pharmacy or a distributor for a sale that is made directly from GALTRX or Atland to that pharmacy.

"**GALTRX Pharmaceuticals**" means all medicinal drugs or preparations which are approved by the United States Food and Drug Administration ("FDA") for sale, and which are manufactured (or virtually manufactured) or licensed by GALTRX, except for any Atland Pharmaceuticals and except for any private-branded pharmaceuticals.

"**Input**" means any goods, services, sample, customer feedback system, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. It will be the principal place of business for the Business and where records for the Business are kept.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of GPS's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means GPS's confidential operating manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marketing Fund**" means the fund which may be established by GPS into which Marketing Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by GPS from time to time for use in a Galt Phranchise business.

"**Opening Date**" shall have such meaning as defined in Section 6.4 of this Agreement.

"**Optional Products and Services**" means products other than GALTRX Pharmaceuticals and Atland Pharmaceuticals, including, but not limited to, private label pharmaceuticals not manufactured (or virtually manufactured) by GALTRX or Atland or distributed by Atland, and services (including, but not limited to, promotional services and corporate partnerships).

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information,

including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which GPS requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by GPS, which may include without limitation, any provision in our Manual as well as any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, data protection and privacy, equipment, inventory, marketing and public relations, operating days and hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), refund and replacement policies, reporting, safety procedures, security systems, Technology, temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Technology**" means point-of-sale systems, back-office systems, information management systems, customer-facing software, and other software; computers, computer peripheral equipment, cash registers, smartphones, tablets, and similar equipment; communications systems (including email, audio, and video systems); backup and archiving systems; payment acceptance systems (including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems), and internet access, as well as upgrades, supplements, and modifications to any Technology.

"**Territory**" means the territory stated on Attachment 4.

"**Total Direct Sales**" means an amount equal to: (i) the DSP of all GALTRX Pharmaceuticals and Atland Pharmaceuticals that are sold within the Territory between the Opening Date and the date of termination or expiration of this Agreement to pharmacies or other entities that purchase drugs for distribution such as wholesalers, nursing homes, hospitals, or ancillary surgery centers (collectively, "Customers" or "customers") located within the Territory in a given calendar month during this Agreement, less (ii) the DSP of all GALTRX Pharmaceuticals and Atland Pharmaceuticals which were returned to GALTRX or Atland (or one of their other affiliates) for refund during that same month and (iii) any patient assistance programs applied to the purchase of the GALTRX Pharmaceuticals or Atland Pharmaceuticals originally sold within the Territory. For purposes of this Agreement, a GALTRX Pharmaceutical or an Atland Pharmaceutical is sold

within the Territory if it is sold to a Customer at a Customer's facility physically located in the Territory and GALTRX or Atland, as applicable, receives data confirming such sale. In addition, for purposes of this Agreement, a Central Fill Pharmacy is not a Customer if the Central Fill Pharmacy sells to a Customer; by way of example, if a GALTRX Pharmaceutical or an Atland Pharmaceutical is sold to a Central Fill Pharmacy in the Territory and that Central Fill Pharmacy sells the GALTRX Pharmaceutical or Atland Pharmaceutical to a Customer located outside of the Territory, then those sales would not be considered part of the DSP sold within the Territory.

"**Total Sales Margins**" means an amount equal to forty percent (40%) of the Total Direct Sales of GALTRX Pharmaceuticals and Atland Pharmaceuticals.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. GPS grants to Franchisee the right to operate a Galt Phranchise business solely in the Territory. Franchisee shall develop, open and operate its Business solely in the Territory for the entire term of this Agreement. Franchisee shall exert its best efforts to promote and enhance the Business in the Territory covered by this Agreement.

2.2 Total Sales Margins. As part of the rights granted in this Article, subject to the other provisions of this Agreement (including but not limited to Section 2.3(d) and Section 4.10), GPS shall pay Franchisee all Total Sales Margins earned following the Opening Date.

2.3 Protected Territory.

(a) Limitation. Without GPS's prior written permission, Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without GPS's prior written permission. GPS may withdraw permission at any time. If Franchisee serves any customer outside of the Territory without GPS's prior written permission, Franchisee will not be given credit for any sales or services to such customers, and GPS may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customers for any GALTRX Pharmaceuticals or Atland Pharmaceuticals purchased. This fee is a reasonable estimate of GPS's internal cost of personnel time attributable to addressing Franchisee's breach of this Section and is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of GPS's other rights and remedies.

(c) Exclusivity. Subject to the provisions of Section 2.8, GPS shall not establish, nor license the establishment of, another Galt Phranchise business within the Territory or which serves

customers located in the Territory. However, GPS and its affiliates retain the right to do any of the following (all without any compensation to Franchisee):

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in GPS's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if GPS reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate Galt Phranchise Businesses outside the Territory, notwithstanding their proximity to the Territory or their potential impact on the Business;

(iv) operate and license others to operate businesses anywhere, including within the Territory, under any channel of distribution (including the internet) that do not operate under the Galt Pharmaceuticals brand name so long as they do not sell GALTRX Pharmaceuticals; and

(v) serve and/or sell (or authorize other franchisees and third parties to serve and/or sell) Optional Products and Services to customers in the Territory to the extent permitted under this Agreement.

(vi) acquire or be acquired by (under any form of business transaction) a Competitor that has (or may in the future have) outlets in the Territory which compete with the Business under trademarks or service marks other than the Marks; and

(vii) engage in any action not specifically precluded by the express terms of this Agreement

(d) Policies. GPS may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and GPS may waive or modify such policies in any circumstance as GPS determines. If Franchisee obtains a client in the protected territory of another franchisee, then, in addition to all other rights and remedies GPS may have, GPS may in its discretion (i) require Franchisee to transfer the client to such other franchisee, (ii) require Franchisee to pay such other franchisee any portion of the Total Sales Margins received by Franchisee from such client, or (iii) fashion such other remedy as GPS deems appropriate.

(e) Optional Products and Services. GPS reserves the right to offer and sell Optional Products and Services in the Territory and elsewhere. However, before offering or selling any Optional Products and Services in the Territory, GPS will offer Franchisee the opportunity to offer or sell each particular Optional Products and Services. Such offer (each an "Optional Offer") shall include the pricing terms or structure applicable to such Optional Products and Services, including the manner that GPS and Franchisee shall receive compensation for the applicable Optional Products and Services, and the Optional Offer shall include the amount of time that Franchisee shall have to accept the terms of the Optional Offer. In the event that Franchisee declines any

Optional Offer, GPS shall have the right to serve, offer, or sell (or to authorize other franchisees and/or third parties to serve, offer, or sell) the Optional Products and Services in the Territory covered by the Optional Offer without any compensation to Franchisee. Franchisee shall pay GPS any applicable fees as provided in any Optional Offer which Franchisee accepts.

2.4 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify GPS within 10 days of effective date of change.

2.5 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. GPS is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 25% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial and significant time and attention to the Business. The Principal Executive must perform all functions as required by our Manual. The Principal Executive must also complete any training required by GPS and must be certified by GPS on all GALTRX Pharmaceuticals and Atland Pharmaceuticals eligible for promotion by the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to GPS's reasonable approval. If the Principal Executive does not timely perform any of its obligations under this Agreement, GPS reserves the right, in addition to GPS' other remedies, to require Franchisee to designate a replacement Principal Executive.

2.6 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to GPS, in the form of Attachment 2.

2.7 No Conflict. Franchisee represents to GPS that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, and (ii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

2.8 Sales Quota. To maintain the right to operate the Business, Franchisee must meet and achieve $125,000 in Total Direct Sales for each six-month period (each a "Quota Period") during the term of this Agreement ("Sales Quota"). The first Quota Period shall begin to run on the first day of the seventh calendar month after the Opening Date (such day to be referred to as the "Quota Start Date") and shall run for six months following the Quota Start Date. Each subsequent Quota Period shall begin on each subsequent six-months' anniversary of the Quota Start Date and shall run for six months. The Sales Quota must be met each Quota Period, and the failure to meet the Sales Quota during more than one Quota Period shall be cause for immediate termination of this Agreement and shall also be cause for GPS to suspend any exclusivity granted to Franchisee under Section 2.3(c). The failure to meet the Sales Quota for any Quota Period shall also be grounds for GPS to charge the non-compliance fee set forth in Section 4.9. GPS may require different Sales Quotas at any renewal provided the new Sales Quotas are those required in the then-current

Franchise Agreement. In addition, GPS reserves the right to lower the Sales Quota for any Quota Period.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 5 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for an additional period of 5 years, with GPS' written consent, subject to the following conditions prior to expiration:

(i) Franchisee notifies GPS in writing of the Franchisee's request for renewal between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with GPS (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee (and its affiliates) have been in substantial compliance with this Agreement and all other agreements with GPS (or any of its affiliates) throughout the term of any such agreement(s);

(iv) Franchisee did not (A) receive written notice of default under this Agreement from GPS more than twice during the term, or (B) fail to cure a written notice of default under this Agreement within the cure period (if any) provided in this Agreement;

(v) Franchisee and its Owners complied with Section 7.24 of this Agreement at all times during the term

(vi) Franchisee has made or agrees to make (within a period of time acceptable to GPS) changes to the Business as GPS requires to conform to the then-current System Standards;

(vii) Franchisee and its Owners execute GPS's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that the form of the franchise agreement will be amended to provide that Franchisee will not pay another initial franchise fee and to provide that Franchisee will not receive more renewal or successor terms than originally granted to Franchisee;

(viii) Franchisee pays a renewal fee equal to one-half of the then-current franchise fee; and

(ix) Franchisee and each Owner executes a general release (on GPS's then-standard form) of any and all claims against GPS, its affiliates, and their respective owners, officers, directors, agents and employees.

Franchisee agrees that if it has not complied with each of the foregoing conditions, GPS is not required to permit Franchisee to enter into a successor agreement as originally provided hereunder.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Technology Fee. GPS reserves the right to charge Franchisee a commercially-reasonable fee (the "Technology Fee") in exchange for software and other technology-related services and products provided by or through GPS. The Technology Fee does not have to be a pass-through of GPS's exact costs. GPS has no liability or obligation to Franchisee with respect any third-party software or other technology-related services and products that GPS provides to Franchisee. Unless GPS determines otherwise. GPS may add, remove, or alter the software or technology products or services that it provides. GPS may change Technology Fee after at least 30 days' notice. As of the date of this Agreement, the Technology Fee is $499 per month.

4.3 Additional Email Fee. The Technology Fee includes one email address; however, GPS reserves the right to charge Franchisee an additional monthly fee of $50 for each additional email address utilized by the Business, including those of Franchisee's Owners and representatives.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee or salesperson to GPS's initial training program after opening, GPS may charge its then-current training fee. GPS may also charge this fee if Franchisee sends someone to a certification program who was not certified on any medications at the time of opening. As of the date of this Agreement, the training fee is $750 per person.

4.5 Third Party Vendors. If GPS requires Franchisee to use a designated third-party vendor, GPS has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If GPS does so, it may impose a reasonable markup or charge for administering the payment program.

4.6 Non-Compliance Fee. GPS may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to GPS) which Franchisee fails to cure after 10 days' notice. Thereafter, GPS may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of GPS's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of GPS's other rights and remedies (including default and termination).

4.7 Reimbursement. GPS may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If GPS does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to GPS within 15 days after invoice by GPS accompanied by reasonable documentation.

4.8 Shared Fees. GPS reserves the right to have suppliers bill GPS or one of its affiliates for goods or services that benefit all franchisees of the System. Franchisee agrees to pay its pro rata share of these goods and service costs and fees to GPS.

4.9 Marketing Fund Contribution.

(a) Marketing Fund Contribution. GPS reserves the right to require that Franchisee pay GPS a monthly contribution to the Marketing Fund (the "Marketing Fund Contribution") as directed by GPS, but in no event more than $1,000 per territory.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative an amount p determined by the Market Cooperative.

4.10 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Technology Fee, Additional Email Fee, and any other amounts owed by Franchisee to GPS or GALTRX (including any Marketing Fund Contributions, fees for Optional Products and Services, and any monies owed under any promissory note or other agreement) by deducting the fees and other amounts from the Total Sales Margins that GPS receives from GALTRX and Atland. Franchisee authorizes GPS to deduct all such fees and amounts from the Total Sales Margins that GPS receives from GALTRX. Franchisee shall comply with GPS's payment instructions, including executing all documents reasonably required by GPS. If GPS permits Franchisee to pay by credit card or other method which causes GPS to incur a processing fee, Franchisee shall be responsible for the amount of the processing fee.

(b) DSP Adjustments. GALTRX and Atland reserve the right to adjust DSP based on market conditions and increased manufacturing and overhead costs. The adjustments will be made with reasonable lead times for franchisees.

(c) Calculation of Fees. No later than the 30th day of each month following the Opening Date (unless GPS agrees to a different schedule, which GPS has the right to do), GPS shall provide Franchisee with a report of all monthly Total Sales Margins for the preceding month. GPS shall remit to Franchisee all Total Sales Margins, less any deductions permitted under this section or any other provision of this Agreement, within 30 days of receipt of such Total Sales Margins from GALTRX. Franchisee is not entitled to any Total Sales Margins based on any sales that occurred prior to the Opening Date.

(d) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(e) Insufficient Funds. GPS may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(f) Costs of Collection and Enforcement. Franchisee shall repay any costs incurred by GPS in attempting to collect payments owed by Franchisee or to enforce any other provision of this Agreement (including, without limitation, reasonable attorney fees, accounting fees, and other professional costs).

(g) Application. GPS may apply any payment received from Franchisee to any obligation and in any order as GPS may determine, regardless of any designation by Franchisee.

(h) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to GPS any fees or amounts described in this Agreement are not dependent on GPS's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(i) Taxes. Franchisee will be responsible for (and shall immediately remit to GPS upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to GPS or its affiliates and on services or goods furnished to Franchisee by GPS or its affiliates, unless the tax is an income tax assessed on GPS or its affiliate for doing business in the state where the Business is located.

(j) CPI. Any fee expressed as a fixed dollar amount in this Agreement is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. GPS may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the Effective Date (for the initial fee adjustments); or (b) the date GPS implemented the last fee adjustment (for subsequent fee adjustments). GPS will notify Franchisee of any CPI adjustment at least 60 days before the fee adjustment becomes effective. GPS will implement no more than one CPI-related fee adjustment during any calendar year.

ARTICLE 5. ASSISTANCE

5.1 Manual. GPS shall make its Manual available to Franchisee in such format as GPS deems appropriate.

5.2 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, GPS shall provide Franchisee with (i) applicable System Standards and other specifications as GPS deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) GPS's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. Prior to opening, Franchisee shall submit its pre-opening business plan and financial projections to GPS in such format as GPS may direct. GPS shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that GPS accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. GPS shall make available its standard pre-opening initial training to the Principal Executive, Franchisee's Owners, and up to 2 other sales representatives, at GPS's headquarters and/or at a Galt Phranchise business designated by GPS at no charge (if you

send additional persons above this number, we reserve the right to charge your our then-current training fee). Franchisee is responsible for its own travel, lodging, meals, and other out-of-pocket expenses. GPS reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program. In addition, GPS reserves the right to have one of its affiliates provide any training.

If Franchisee believes that GPS has failed to adequately provide any pre-opening assistance as required by this Section 5.2, Franchisee shall notify GPS in writing within 30 days of the opening of the Business. Absent timely provision of notice to GPS, Franchisee shall be deemed to have conclusively acknowledged that all pre-opening training and opening services required to be provided hereunder were sufficient and satisfactory in Franchisee's judgment.

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, GPS will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent GPS deems reasonable. If GPS provides in-person support in response to Franchisee's request, GPS may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Procedures. To the extent GPS determines in its sole discretion, GPS may provide Franchisee with GPS's recommended administrative, bookkeeping, accounting, and inventory control procedures. GPS may make any such procedures part of required (and not merely recommended) System Standards.

(c) Marketing. GPS may, in its sole discretion, conduct—or permit one of its affiliates to conduct—broad-based marketing for its GALTRX Pharmaceuticals and/or Atland Pharmaceuticals. GPS may, in its sole discretion, establish a Marketing Fund. GPS shall manage the Marketing Fund.

(d) Internet. GPS or one of its affiliates will maintain a website for the Galt Pharmaceuticals brand and for the Galt Phranchise System brand.

(e) Inventory Control. GPS or one of its affiliates shall maintain required inventory control of marketing materials and samples as mandated or recommended by governmental regulatory agencies.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets GPS's System Standards (if any). GPS reserves the right to require that the Location be within the Territory.

6.2 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with GPS's System Standards.

6.3 New Franchisee Training. The Principal Executive and all of Franchisee's Owners must complete GPS's training program for new franchisees. If the Principal Executive (i) fails to complete the initial training program to GPS's satisfaction, or (ii) GPS concludes, no more than 10 days after the Principal Executive completes the initial training program, that the Principal Executive does not have the ability to satisfactorily operate the Business, then GPS may terminate this Agreement. If one of the Owners (but not the Principal Executive) fails to comply the initial training program to GPS's satisfaction, then that Owner may not have any contact with customers or potential customers and may not conduct any sales activities on behalf of Franchisee until such Owner completes the initial training program to GPS's satisfaction.

6.4 Conditions to Opening and Opening Date. Franchisee shall notify GPS in writing at least 10 days before Franchisee intends to open the Business to request GPS' approval to such opening date. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has sufficiently staffed the territory, (5) Franchisee's Owners and sales representatives have completed all of GPS's required pre-opening training and certification requirements. and (6) GPS has given its written approval to open, which will not be unreasonably withheld. Once GPS receives Franchisee's notice of such intent and confirms that Franchisee has satisfied all of its pre-opening obligations, GPS will notify Franchisee of the date (the "Opening Date") that Franchisee is authorized and required to open the Business. Franchisee shall open the Business on or before the date of the Opening Deadline stated on the Summary Page unless it receives a written extension from GPS. Franchisee is not eligible to receive any Total Sales Margins from GPS based on sales that predate the Opening Date.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards, as they are now or hereafter established. Franchisee acknowledges and agrees that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards is of the utmost importance to GPS.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. Franchisee is solely responsible for all such compliance, notwithstanding any information provided by GPS.

7.3 Products and Services. Franchisee shall offer all GALTRX Pharmaceuticals and other products and services from time to time prescribed by GPS in the Manual or otherwise in writing. Franchisee shall represent all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

7.4 Prices. Franchisee acknowledges that the System Standards determined by GPS may include the minimum, maximum, and/or exact prices that franchisees may provide to customers that will be charged for the GALTRX Pharmaceuticals and Atland Pharmaceuticals.

7.5 Personnel.

(a) Service. Franchisee shall cause its personnel to render—and shall take active and regular steps to monitor and ensure that its personnel are rendering—competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. GPS may set minimum qualifications for categories of employees employed by Franchisee. Franchisee and the Principal Executive, as well as all of Franchisee's Owners, salespersons and managers must attend training and obtain GPS' certification prior to being able to market or sell on behalf of Franchisee.

(d) Staffing. Franchisee must hire or engage sufficient number of personnel to service its volume of Business to satisfy its obligations under this Agreement, including meeting the Sales Quota. Franchisee must comply with any System Standards regarding staffing levels, including having a minimum number of full-time salespersons dedicated to the sale of GALTRX Pharmaceuticals and/or Atland Pharmaceuticals.

(e) Sole Responsibility. Subject to the terms of this Agreement, Franchisee is solely responsible for all hiring decisions and terms and conditions of employment of all Franchisee's personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and GPS are not joint employers, and no employee of Franchisee will be an agent or employee of GPS, Atland, or GALTRX. Within seven days of GPS's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not GPS, Atland, or GALTRX) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, employment and independent contractor agreements, business cards, and Franchisee shall not use the Marks on any of these documents. Franchisee will also ensure its employees and independent contractors do not present themselves as agents or employees of GPS, Atland, or GALTRX (including on any social media sites, such as LinkedIn, or otherwise).

(f) AKS Safe Harbor. Franchisee shall, independently and at its own expense, ensure that all compensation arrangements with its employees and independent contractors—including, without limitation, all sales representatives and other personnel engaged in any promotional, marketing, or detailing activities on behalf of the Business—qualify under a recognized safe harbor under the AKS (42 U.S.C.§ 1320a-7b(b)) and its implementing regulations, as amended from time to time, as well as any applicable state anti-kickback laws. Franchisee's obligation under this Section 7.5(f) is independent and ongoing, and exists regardless of whether GPS has addressed AKS compliance in the Manual, issued any written directive, or provided any guidance on the subject. GPS may, but is not obligated to, include standards or guidance relating to AKS-compliant compensation arrangements in the Manual or in written directives; any such standards or guidance are supplemental system requirements only, are not intended to constitute legal advice, and do not define, limit, or satisfy Franchisee's independent obligation to comply with applicable law.

Franchisee may not rely on any GPS guidance, Manual provision, or GPS communication—or the absence thereof—as a substitute for Franchisee's own independent legal determination of AKS compliance. GPS has no obligation to monitor, review, audit, or advise on Franchisee's compensation structures, and no act or omission by GPS with respect to any compensation arrangement shall constitute approval, endorsement, or a representation of compliance with the AKS or any other applicable law. Franchisee shall maintain complete and accurate records sufficient to demonstrate compliance with this Section 7.5(f) and shall make such records available to GPS upon request pursuant to Section 10.5. Franchisee's failure to comply with any requirement of this Section 7.5(f) shall constitute a material default under this Agreement, subject to the applicable cure and termination provisions of Article 14. Franchisee shall indemnify, defend, and hold harmless GPS and all Indemnitees from and against any and all Losses arising out of or related to any actual or alleged violation of the AKS or any applicable state anti-kickback law in connection with Franchisee's compensation of its employees or independent contractors, pursuant to Article 16.

7.6 Post-Opening Training and Certification. GPS may at any time require that Franchisee's Principal Executive, Owners, managers, sales personnel, and/or any other employees and personnel complete training and certification programs, in any format and in any location determined by GPS. GPS may charge a reasonable fee for such programs. GPS may require Franchisee to provide training programs to its personnel. If a training or certification program is held at a location which requires travel by the Principal Executive or any other employee or personnel, then Franchisee shall pay all travel, living and other expenses.

7.7 Technology. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all Technology required by GPS. GPS has the right to prohibit Franchisee from using any Technology which is not approved or required by GPS. Franchisee shall enter into any subscription and support agreements related to the Technology that GPS may require. Franchisee shall upgrade, update, or replace any Technology from time to time as GPS may require. Franchisee shall protect the confidentiality and security of all Technology, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give GPS unlimited access to Franchisee's Technology used in the Business, by any means designated by GPS. Despite Franchisee's obligation to acquire and use Technology according to System Standards, Franchisee has sole and complete responsibility for: (a) acquiring, operating, maintaining, and upgrading Franchisee's Technology; (b) the manner in which Franchisee's Technology interfaces with GPS's and any third party's computer system; (c) any and all consequences if Franchisee's Technology is not properly operated, maintained, and upgraded; (d) complying at all times with the most current version of the Payment Card Industry Data Security Standards, and (e) complying at all times with all laws governing the use, disclosure, and protection of Privacy Information.

7.8 Customer Complaints. Franchisee shall use its best efforts to assist GPS and/or GALTRX to promptly resolve any customer complaints. GPS may take any action it deems appropriate to resolve a complaint (whether it be from a customer, a health-care prescriber, or a pharmacy) regarding the Business, and GPS may require Franchisee to reimburse GPS for any expenses incurred in resolving the complaint.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by GPS for obtaining customer evaluations, reviewing

Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system and customer survey programs. GPS shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by GPS for such programs.

7.10 Maintenance and Repair. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep all of the property of the Business in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as GPS may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor.

7.11 Vehicles. If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to GPS's System.

7.12 Meetings. The Principal Executive and each of Franchisee's Owners shall use best efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that GPS requires, and the Principal Executive cannot fail to attend more than three consecutive required meetings. In addition, the Principal Executive and each of Franchisee's Owners must attend, in person, any annual, national, or regional brand meetings (including conferences or conventions) that GPS directs. Neither the Principal Executive or any of Franchisee's Owners shall miss more than one such annual, national, or regional brand meetings. GPS may charge Franchisee the attendance fee for GPS' national or regional brand meeting, regardless of whether the Franchisee's Owners or Principal Executive attends. Franchisee is responsible for all travel and living expenses of attending any such meeting.

7.13 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by GPS in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage for the Territory:

(i) Commercial General Liability insurance, including broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000;

(iii) Workers Compensation coverage as required by state law and in an amount of at least $1,000,000;

(iv) Cyber liability coverage in an amount of not less than $250,000 to $1,000,000 (depending on the level of sales in your territory);

(v) Crime coverage—first and third party—in an amount of not less than $100,000 to $250,000 (depending on the level of sales in your territory);

(vi) Employment practices coverage in an amount of not less than $1,000,000; and

(vii) Property coverage which covers the property owned by the franchised business

(b) Franchisee's policies (other than Workers Compensation) must (1) list GPS and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of GPS and its affiliates, (3) be primary and non-contributing with any insurance carried by GPS or its affiliates, and (4) stipulate that GPS shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to GPS prior to opening and upon annual renewal of the insurance coverage, as well as any time within 15 days after request from GPS.

7.14 Obligations to Third Parties and Government. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.15 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Galt Companies, GPS, GALTRX, Atland, any GALTRX Pharmaceuticals or Atland Pharmaceuticals, the Business, or any particular incident or occurrence related to the Business, without GPS's prior written approval.

7.16 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without GPS's prior written approval.

7.17 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of GPS, which will not be unreasonably withheld.

7.18 No Co-Branding. Franchisee shall not "co-brand" or associate any other business activity with the Galt Phranchise Business in a manner which is likely to cause the public to perceive it to be related to the Galt Phranchise Business or to GALTRX or Atland.

7.19 No Subcontracting. Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business, provided that such individuals are properly trained, certified in all GALTRX Pharmaceuticals and Atland Pharmaceuticals eligible for promotion by Franchisee, and comply with any applicable System Standards).

7.20 Identification. Franchisee must identify itself as the independent owner and operator of the Business in the manner prescribed by GPS.

7.21 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from GPS. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

7.22 Representative Agreements. GPS reserves the right to require that Franchisee and any of Franchisee's employees, contractors, or other individuals who will be conducting sales activities or sample distribution services on Franchisee's behalf sign GPS' then-current Sales Representative Agreement (or similar agreements) as required by the System Standards.

7.23 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent GPS does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon GPS's request, provide reasonable assistance to GPS in responding to such requests.

(d) In the event of a Data Security Event, Franchisee must notify GPS immediately after becoming aware of the Data Security Event and shall cooperate with GPS and follow all of GPS's reasonable requests to address the Data Security Event and to protect any Privacy Information and/or Confidential Information. GPS, or its designee, has the right, but not the obligation, to take any action or pursue any proceeding with respect to the Data Security Event.

(e) GPS has the right, and Franchisee hereby consents, to GPS using and disclosing all Privacy Information and any other personal information collected from Franchisee and its Owners (including providing or listing contact information for Franchisee, its Owners, and management employees) for: (i) any purpose connected with the System, this Agreement, or this Agreement's enforcement, (ii) communication purposes (including communications with landlords and other suppliers of goods or services, or prospective franchisees); (iii) posting on franchise system websites listing franchisees; (iv) or in connection with GPS's disclosure documents; (v) prospectuses, statements of material facts and other securities filings and documents; (vi) making reports or regulatory compliance filings pertaining to the Business or the System; and (vii) making such information available for inspection by prospective franchisees to substantiate information contained in GPS's disclosure documents. GPS may also share such Privacy Information and other personal information where needed with GPS's professional advisors, lenders or affiliates or under agreements with third parties relating to the Business or the System. GPS may give access to or transfer GPS's files containing such Privacy Information and other personal information to a prospective purchaser or purchaser of the System. Franchisee is responsible for obtaining any

required consents from its Owners and management employees as may be necessary for Franchisee to comply with these provisions.

7.24 Business Practices and Values. Franchisee and each Owner shall comply with and uphold any code of ethics or statement of values adopted by GPS. Franchisee and each Owner shall be honest and fair in all interactions with customers, employees, vendors, governmental authorities, and other third parties. Neither Franchisee nor any Owner shall engage in or permit any employee to engage in any (i) violence or a threat of violence against any person or group of persons, (ii) sexual harassment of any person, (iii) discrimination against any person or group of persons on account of sex, race, color, religion, ancestry, national origin, sexual orientation, or disability, or any legally protected class in the jurisdiction where the Business is located, or (iv) any act which injures or is likely to injure the goodwill associated with the Marks, in GPS's reasonable opinion

7.25 Communication. Franchisee shall respond promptly to requests for communication from GPS, and in any event within three business days.

7.26 Restriction on Use of AI Tools. Franchisee represents and warrants that it will not operate the Business using any AI Tools without the prior written consent of GPS. Under no circumstances will Franchisee (i) use any Confidential Information or any of the Marks for the purpose of training, development, or improvement of any AI Tools (ii) create or use any marketing or advertising of the Business using AI Tools which have not been approved by GPS in writing. Franchisee shall not supply any third-parties with access to any Confidential Information or any of the Marks, or to any data related to the Business in connection with any AI Tools without having first received GPS's written permission.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by GPS from time to time in accordance with System Standards. GPS may require Franchisee to purchase or lease any Inputs from GPS, GPS's designee, Required Vendors, Approved Vendors, and/or under GPS's specifications. GPS may change any such requirement or change the status of any vendor. To make such requirement or change effective, GPS shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If GPS requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GPS. GPS may condition its approval on such criteria as GPS deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. GPS shall provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If GPS requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GPS. GPS will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. GPS may negotiate prices and terms with vendors on behalf of the System. GPS may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. GPS has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor, and to impose a reasonable markup or charge for administering the payment program. GPS may implement a centralized purchasing system. GPS may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as GPS may determine.

8.5 No Liability of Franchisor. GPS and its affiliates shall not have any liability to Franchisee for any claim, loss, or other Action related to any product provided or service performed by any Approved Vendor or Required Vendor (unless GPS or its affiliate, as applicable, is the vendor), including without limitation for defects, delays, unavailability, failure, or breach of contract related to such products or services.

8.6 Product Recalls. If GPS, GALTRX, or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from GPS or the vendor, supplier, or manufacturer of such item with respect to the recall, repair, or other remedy of such item.

8.7 Inventory; Supply Chain Limitations. While GALTRX and Atland will use commercially reasonable efforts to maintain adequate product inventory, GPS, GALTRX, Atland, and their respective affiliates, officers, directors, and agents (collectively, the "Supply Parties") make no representation or warranty regarding the continued availability of any product, and Franchisee expressly acknowledges and assumes the risk that product availability cannot be guaranteed at any time.

The Supply Parties shall have no liability to Franchisee for any product unavailability, shortage, delay, discontinuation, or supply interruption arising from any cause, including without limitation: (i) any regulatory action, inspection, enforcement action, manufacturing hold, warning letter, or other directive by the U.S. Food and Drug Administration or any other governmental authority; (ii) the failure, breach, or insolvency of any third-party contract manufacturer, raw material supplier, active pharmaceutical ingredient supplier, or distributor; (iii) shortages of raw materials, active pharmaceutical ingredients, packaging materials, or any other input required for product manufacturing; (iv) distribution, logistics, or transportation disruptions; (v) acts of God, pandemics, public health emergencies, natural disasters, fires, floods, or other force majeure events; (vi) government orders, regulations, embargoes, or trade restrictions; or (vii) any other circumstance beyond the reasonable control of the Supply Parties (each, a "Supply Chain Event").

The Supply Parties shall have no obligation to procure substitute or alternative sources of supply, take any remedial action, or otherwise mitigate any Supply Chain Event. Any notice or communication provided by GPS or GALTRX to Franchisee regarding a Supply Chain Event is provided as a courtesy only and shall not be construed as an admission of liability or as creating any obligation on the part of any Supply Party.

A Supply Chain Event shall not excuse or suspend any of Franchisee's obligations under this Agreement, including without limitation Franchisee's obligation to pay all fees and amounts due to GPS and to meet any performance requirements to the extent products remain available. Franchisee hereby waives any right to terminate this Agreement, claim damages, seek indemnification, assert a setoff, or assert any other claim against any Supply Party arising out of or related to any Supply Chain Event or product unavailability.

ARTICLE 9. MARKETING

9.1 Advertising Standards. Except as otherwise provided in the Manual, Franchisee may use only Advertising and Promotional Content that GPS has furnished or approved in writing in advance. Franchisee must ensure that all Advertising and Promotional Content that Franchisee uses is clear, factual, ethical, and not misleading; complies with all laws; and conforms to System Standards. Except as otherwise provided in the Manual and Advertising and Promotional Content that GPS furnishes to Franchisee, Franchisee must submit to GPS for its written approval, at least 14 days before use, copies of all proposed Advertising and Promotional Content that Franchisee intends to use or implement. If GPS does not respond, the material is deemed rejected. GPS has the right to approve or disapprove any Advertising and Promotional Content, as well as the media in which Franchisee intends to use them, in its sole discretion. GPS reserves the right to require Franchisee to discontinue the use of any Advertising and Promotional Content for any reason.

9.2 Digital Marketing. GPS may (but is not obligated to) establish and operate all Digital Marketing and has the sole right to control all aspects of Digital Marketing, including those related to the Business. Without limiting the generality of Section 9.1, Franchisee shall not, directly or indirectly, conduct or be involved in any Digital Marketing without the prior written consent of GPS. If GPS permits Franchisee to conduct any Digital Marketing, Franchisee must (a) comply with any System Standards and must immediately modify or delete any Digital Marketing that GPS determines, in its sole discretion, is not compliant with such System Standards; (b) only use materials that GPS has approved and submit any proposed modifications to GPS for approval; (c) not use any Mark (or words or designations similar to any Mark) in any domain name, electronic address, website, or other source identifier except as GPS expressly permits; (d) include only the links that GPS approves or requires; and (e) immediately take all actions necessary or that GPS requests to provide GPS with access to, or to transfer ownership of, all Digital Marketing relating to the Business to Franchisor, including, without limitation, providing login and password details and promptly signing all directions and authorizations as GPS deems necessary to effect the intent and provisions of this Section. If Franchisee uses any Mark (or words or designations similar to a Mark) in any domain name, electronic address, website, or other source identifier, GPS may register such name, address, website, or identifier and then license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that GPS approves and maintains on Franchisee's behalf. GPS may withdraw its approval for any Digital Marketing at any time.

9.3 Implementation. Franchisee shall implement any advertising or marketing materials, plans or campaigns (including Digital Marketing) required by GPS.

9.4 Use by GPS. GPS may use any Advertising and Promotional Content developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to GPS for such purpose.

9.5 Marketing Fund. GPS has established a Marketing Fund to promote the System on a local, regional, national, and/or international level. As to the Marketing Fund:

(a) Account. GPS is not required to hold the Marketing Fund Contributions in a bank account separate from GPS's other accounts.

(b) Use. GPS shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as GPS reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of GPS's employees working on marketing and for accounting, bookkeeping, reporting, collections, legal and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The Marketing Fund will be spent at GPS's sole discretion, and GPS has no fiduciary duty with regard to the Marketing Fund.

(d) Contribution by Other Outlets. GPS is not obligated to (i) have all other Galt Phranchise Businesses (whether owned by other franchisees or by GPS or its affiliates) contribute to the Marketing Fund, or (ii) have other GPS businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. GPS may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, GPS may loan such funds to the National Marketing Fund on reasonable terms.

(f) Report. GPS shall prepare an unaudited annual report of the Marketing Fund within 120 days of the close of GPS's fiscal year and shall provide the report to Franchisee upon written request.

9.6 Market Cooperatives. GPS may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market

Cooperative within 30 days of notice from GPS. GPS shall not require Franchisee to be a member of more than one Market Cooperative. If GPS establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by GPS. GPS may require the Market Cooperative to adopt bylaws or regulations prepared by GPS. Unless otherwise specified by GPS, the activities carried out by each Market Cooperative shall be decided by a majority vote of its members. GPS will be entitled to attend and participate in any meeting of a Market Cooperative. Any Galt Phranchise business owned by GPS in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the way Market Cooperative monies will be spent, GPS may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to GPS's approval), standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of GPS pursuant to Section 9.1. GPS may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee.

(e) Enforcement. Only GPS will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. GPS may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination may be transferred to a Marketing Fund.

9.7 Required Spending. GPS reserves the right to require Franchisee to spend at least $1,500 per calendar quarter on marketing the Business. Upon request of GPS, Franchisee shall furnish proof of its compliance with this Section. GPS has the sole discretion to determine what activities constitute "marketing" under this Section. GPS may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as GPS may specify in the Manual, the System Standards, or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as GPS may require in the Manual, the System Standards, or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of each calendar year;

(iii) reports of food expenditures on a monthly or weekly basis as required by GPS

(iv) monthly sample inventory reconciliations; and

(v) any information GPS requests to prepare a financial performance representation for GPS's franchise disclosure document, within 30 days after request.

(b) Legal Actions and Investigations. Franchisee shall promptly notify GPS of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as GPS may request.

(c) Government Inspections. Franchisee shall give GPS copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to GPS such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that GPS may reasonably request (either upon specific request or on a regular basis as directed by GPS, as applicable).

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to GPS a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of GPS's Franchise Disclosure Document and with such other information as GPS may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as GPS may specify in the Manual, the System Standards, or otherwise in writing.

10.5 Records Audit. GPS may examine and audit all books and records related to the Business (other than personnel records of Franchisee's employees), and supporting documentation, at any

reasonable time, and this includes all books and records relating to whether Franchisee is in compliance with any marketing and promotional practices and in compliance with any legal requirements applicable to the Business. GPS may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by GPS. Franchisee shall also reimburse GPS for all costs and expenses of the examination or audit if (i) GPS conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System Standards or this Agreement, or (ii) the audit reveals that Franchisee or the Business were not in compliance with any legal requirements applicable to the Business.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by GPS. GPS may supplement, revise, or modify the Manual, and GPS may change, add or delete System Standards at any time in its discretion. GPS may inform Franchisee thereof by any method that GPS deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, GPS's master copy will control.

11.2 Business Evaluation. GPS may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location is open to the public or used for meeting customers or potential customers, GPS may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with GPS's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. GPS may videotape and/or take photographs of the evaluation. Without limiting GPS's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If GPS conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then GPS may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 GPS's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, GPS 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 GPS for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, GPS may (i) require that Franchisee pay cash on delivery for products or services supplied by GPS, (ii) stop selling or providing any products and services to Franchisee, (iii) suspend or limit Franchisee's access to software systems, and/or (iv) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by GPS 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 rights of GPS are in addition to any other right or remedy available to GPS.

11.5 Business Data. All customer data collected or generated by the Business—and all data collected or generated by the point-of-sale system (other than data regarding employees)—is deemed to be Confidential Information and is exclusively owned by GPS. GPS hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to GPS all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee or its employees, agents, or contractors. GPS will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by GPS to document GPS's ownership of Innovations.

11.7 Communication Systems. If GPS provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes GPS to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes GPS to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with GPS on any matter related to the System or the Business. Notwithstanding the foregoing, Franchisee acknowledges that GPS is not required to communicate with or be a party to any communications involving Franchisee's employment matters or involving any disputes between Franchisee and its employees or independent contractors.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes GPS to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. GPS may delegate any duty or obligation of GPS under this Agreement to a third party.

11.11 System Variations. GPS may vary or waive any System Standard for any one or more Galt Phranchise franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Temporary Public Safety Closure. If GPS reasonably believes that any of Franchisee's personnel are violating the law or are promoting any products without first having obtained GPS's certification or if GPS discovers or becomes aware of any aspect of the Business which, in GPS's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon GPS's order, Franchisee must temporarily cease operations of the Business and remedy the

dangerous condition. GPS shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

11.12 Franchisor's Discretion. GPS may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that GPS has a certain right, that right is absolute and the parties intend that GPS's exercise of that right will not be subject to any limitation or review. GPS has the right to operate, manage, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement. Whenever GPS agrees to exercise its rights reasonably or in good faith, GPS will have satisfied its obligations whenever it exercises reasonable business judgment in deciding or exercising its rights. GPS'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 GPS's decision or action is intended, in whole or significant part, to promote or benefit the System or the Galt Phranchise brand generally even if the decision or action also promotes GPS's financial or other individual interest. Examples of items that will promote or benefit the System or the Galt Phranchise brand include 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 and Galt Phranchise outlets.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by GPS, and only in the manner that GPS may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of GPS.

12.2 Change of Marks. GPS may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after GPS makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) GPS shall defend Franchisee (at GPS's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) GPS shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify GPS if Franchisee becomes aware of any possible infringement of a Mark by a third party. GPS may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. GPS shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "Galt", "GALTRX", "Atland", or any confusingly similar words in its legal name.

ARTICLE 13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by GPS for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by GPS, (d) exercise the highest degree of diligence and 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. Franchisee acknowledges that all Confidential Information is owned by GPS (except for Confidential Information which GPS licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely. Nothing in this Section or elsewhere in this Agreement shall be deemed to limit or prohibit Franchisee from communicating about potential law violations with the Federal Trade Commission or other government agency acting within its statutory mandate.

13.2 General Manager and Key Employees. If requested by GPS, Franchisee shall cause its general manager and other key employees that GPS reasonably designates to sign GPS's then-current form of confidentiality agreement as well as GPS's then-current form of the Sales Representative Agreement (unless prohibited by applicable state law).

13.3 Franchisee Representations, Warranties, and Covenants. Franchisee and each Owner, jointly and severally, represents, warrants, and covenants to GPS as follows:

(a) Authority and Enforceability. Franchisee has full legal power, authority, and capacity to execute and deliver this Agreement and to perform its obligations hereunder. If Franchisee is an entity, Franchisee is duly organized, validly existing, and in good standing under the laws of the state of its organization, and has full corporate or entity power and authority to carry on its business as conducted and to enter into this Agreement. The execution, delivery, and performance of this Agreement by Franchisee has been duly authorized by all necessary action and does not and will not violate any provision of Franchisee's organizational documents, any agreement to which Franchisee is a party, or any law, regulation, order, or decree applicable to Franchisee. This Agreement has been duly executed and delivered by Franchisee and constitutes the legal, valid, and binding obligation of Franchisee, enforceable against Franchisee in accordance with its terms.

(b) Accuracy of Information. All information, statements, financial data, documents, and materials provided by Franchisee or any Owner to GPS in connection with Franchisee's application for the franchise, including all information contained in the franchise application, financial statements, tax returns, ownership disclosures, personal history questionnaires, and any other submissions to GPS, are and will remain true, complete, accurate, and not misleading in any material respect. No material facts have been omitted that would make any such information misleading. GPS has relied upon the accuracy and completeness of all such information in determining whether to grant the franchise to Franchisee. Franchisee covenants to promptly

provide GPS with written notice of any change to previously disclosed information within ten (10) days of such change.

(c) Financial Capability. Franchisee has and will maintain sufficient liquid capital and financial resources to pay the initial franchise fee, fund the estimated initial investment set forth in Item 7 of the Franchise Disclosure Document, and maintain adequate working capital for at least eight (8) months of operation of the Business. Franchisee is not insolvent and is able to pay its debts as they become due in the ordinary course of business. Neither Franchisee nor any Owner has filed, or is contemplating filing, a petition for bankruptcy or relief under any insolvency law, nor has any such petition been filed against Franchisee or any Owner.

(d) No Disqualifying Events. Neither Franchisee nor any Owner has been: (i) convicted of, charged with, indicted for, or pled guilty or no contest to any felony or any crime involving fraud, dishonesty, embezzlement, moral turpitude, healthcare fraud, or any other crime that would reflect negatively on GPS, the System, or the Marks; (ii) debarred, excluded, suspended, or otherwise sanctioned from participation in any federal or state healthcare program, including Medicare, Medicaid, TRICARE, or the Veterans Administration healthcare system, under 42 U.S.C. § 1320a-7 or any equivalent federal or state law; (iii) subject to any exclusion, debarment, sanction, warning letter, consent decree, corporate integrity agreement, or other enforcement action by the Office of Inspector General, the Food and Drug Administration, the Drug Enforcement Administration, or any other federal, state, or local regulatory or law enforcement agency; or (iv) listed on the General Services Administration Excluded Parties List, the Office of Inspector General List of Excluded Individuals/Entities, or any equivalent federal, state, or local exclusion list. Franchisee and each Owner covenant to immediately notify GPS in writing (and in no event later than three (3) business days) upon learning of any threatened, pending, or actual disqualifying event described in this subsection.

(e) Healthcare Regulatory Compliance. Franchisee and each Owner: (i) are not healthcare professionals licensed to prescribe or recommend GALTRX Pharmaceuticals or Atland Pharmaceuticals, nor are they immediate family members (spouse, parents, children, siblings, grandparents, or grandchildren) of any such healthcare professional in any state where Franchisee will conduct business under this Agreement; (ii) have no direct or indirect financial relationship with any healthcare provider, healthcare entity, pharmacy, hospital, nursing home, or other healthcare facility that would violate the Physician Self-Referral Law (42 U.S.C. § 1395nn), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), or any equivalent state or federal healthcare fraud and abuse law by virtue of entering into or performing under this Agreement; (iii) are not aware of any facts, circumstances, relationships, or arrangements that would cause the execution or performance of this Agreement to violate any applicable healthcare law, regulation, or guidance, including the Anti-Kickback Statute, the False Claims Act (31 U.S.C. §§ 3729-3733), the Physician Self-Referral Law, the Sunshine Act (42 U.S.C. § 1320a-7h), or the Prescription Drug Marketing Act; and (iv) understand and agree that compliance with all applicable healthcare laws and regulations is a material condition of this Agreement. Franchisee covenants to comply with all applicable healthcare laws throughout the term of this Agreement and to immediately notify GPS

of any fact or circumstance that arises during the term that would implicate any of the foregoing laws.

(f) No Competing Obligations. Neither Franchisee nor any Owner is bound by any non-competition covenant, non-disclosure agreement, employment agreement, consulting agreement, or any other contractual restriction or obligation that would prohibit, limit, or restrict the ability to enter into this Agreement or to perform any obligation hereunder, or that would require the disclosure of GPS's Confidential Information to any third party. No Owner is currently employed by or has any business relationship with any competitor of GPS, GALTRX, or Atland.

(g) Complete Disclosure of Interests. Franchisee has fully and accurately disclosed in Attachment 1 all persons and entities that have any direct or indirect ownership interest, beneficial interest, voting interest, or management authority in Franchisee, including all officers, directors, managers, members, partners, shareholders, beneficial owners, and any person with any right to receive compensation, distributions, or other benefits based on the performance of the Business. There are no undisclosed persons with any ownership interest, voting rights, management authority, beneficial interest, profit sharing arrangement, or right to receive any form of compensation or distribution from Franchisee or the Business. Any change in the ownership, beneficial ownership, or management structure of Franchisee or the Business that would require an update to Attachment 1 shall constitute a Transfer under Article 1 and Article 15 of this Agreement and shall require GPS's prior written consent in accordance with Section 15.2.

(h) No Adverse Litigation or Proceedings. There is no Action pending or, to the knowledge of Franchisee or any Owner after reasonable inquiry, threatened against Franchisee or any Owner that: (i) would materially impair Franchisee's financial condition or ability to perform its obligations under this Agreement; (ii) involves any allegation of fraud, healthcare fraud or abuse, violation of any healthcare law, or any conduct that would reflect negatively on GPS, the System, or the Marks; (iii) seeks to enjoin or otherwise prevent the execution or performance of this Agreement or the operation of the Business; or (iv) could reasonably result in criminal or civil liability that would adversely affect GPS's interests.

(i) Legal Compliance and Good Standing. Franchisee and each Owner are in full compliance with all applicable laws, regulations, rules, orders, and decrees, and have obtained all licenses, permits, certifications, and authorizations necessary for Franchisee to execute this Agreement and operate the Business in accordance with applicable law. If Franchisee is an entity, Franchisee is in good standing in its state of organization and in each jurisdiction where the conduct of its business requires qualification. Franchisee covenants to maintain all required licenses, permits, certifications, and authorizations in good standing throughout the term and to comply with all applicable laws at all times.

(j) Continuing Nature and Prompt Notice Obligations. Each representation, warranty, and covenant set forth in this Section 13.3 is made as of the Effective Date and shall be deemed to be continuously made and remade throughout the entire term of this Agreement and any renewal term. Franchisee shall immediately notify GPS in writing (and in no event later than three (3) business days after Franchisee or any Owner becomes aware) upon learning of any fact, circumstance, condition, event, or change that causes, or could reasonably be expected to cause, any representation, warranty, or covenant contained in this Section 13.3 to be untrue, inaccurate,

misleading, or incomplete in any respect. Franchisee's failure to provide such prompt written notice shall itself constitute a material breach of this Agreement and a violation of Franchisee's covenants hereunder.

(k) Materiality and Consequences of Breach. Each representation, warranty, and covenant in this Section 13.3 is material to GPS's decision to enter into this Agreement and to maintain the franchise relationship. GPS would not have entered into this Agreement without each of these representations, warranties, and covenants. Any breach of any representation, warranty, or covenant set forth in this Section 13.3, or any failure by Franchisee or any Owner to provide timely written notice as required by subsection (l), shall constitute a non-curable default under Section 14.2(c) of this Agreement, entitling GPS to terminate this Agreement immediately without providing any opportunity to cure. Without limiting the generality of Article 16, Franchisee shall indemnify, defend, and hold harmless GPS and all Indemnitees from and against any and all Losses arising out of or related to any breach, inaccuracy, or alleged breach or inaccuracy of any representation, warranty, or covenant made by Franchisee or any Owner in this Section 13.3 or in any other document or communication provided to GPS.

(l) Scope of Representations, Warranties, and Covenants. The representations, warranties, and covenants set forth in this Section 13.3, and all breach consequences described in subsection (m), shall extend to and encompass all representations, warranties, and covenants made by Franchisee or any Owner anywhere in this Agreement, whether express or implied, and all representations, warranties, and covenants made by Franchisee or any Owner in any ancillary or related document executed in connection with the franchise relationship, including without limitation the Guaranty and Confidentiality Agreement, the Sales Representative Agreement, Attachment 1, any promissory note, any state-specific addendum, and any other document or communication provided to GPS by Franchisee or any Owner. Any breach of any representation, warranty, or covenant made by Franchisee or any Owner, regardless of where such representation, warranty, or covenant appears, shall constitute a non-curable default under Section 14.2(c) and shall entitle GPS to terminate this Agreement immediately without opportunity to cure and to exercise all remedies available under Article 16. GPS's reliance on any representation, warranty, or covenant made by Franchisee or any Owner, whether contained in this Agreement or any other document or communication, shall be conclusively presumed. No representation, warranty, or covenant shall be deemed waived or modified by GPS unless GPS provides an express written waiver specifically identifying the representation, warranty, or covenant being waived or modified. No course of dealing between the parties, no delay or omission by GPS in exercising any right or remedy, and no act or conduct by GPS shall constitute a waiver or modification of any representation, warranty, or covenant or impair any right or remedy of GPS hereunder.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if GPS violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after GPS receives written notice of termination.

14.2 Termination by GPS.

(a) Subject to 10-Day Cure Period. GPS may terminate this Agreement if Franchisee does not make any payment to GPS when due, or if Franchisee does not have sufficient funds in its account when GPS attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after GPS gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement—including violations of the Manual and of System Standards—in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to GPS's satisfaction within 30 days after GPS gives notice to Franchisee of such breach, then GPS may terminate this Agreement.

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

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation, warranty, or covenant set forth in Section 13.3 or elsewhere in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to GPS;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such 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;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 7.24 (business practices and values); violates Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee ceases operation of the Business for more than five consecutive days, Franchisee informs GPS that Franchisee is going to permanently close the Business prior to the end of the term of this Agreement, or GPS reasonably concludes that Franchisee has ceased operation of the Business;

(vii) Franchisee or any Owner slanders or libels GPS or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by GPS or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in GPS's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from GPS or otherwise);

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) Franchisee does not timely cure any default in any promissory note executed in connection with this Agreement;

(xii) Franchisee fails to meet its Sales Quota in more than one Quota Period;

(xiii) GPS (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate); or

(xiv) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in GPS's opinion is reasonably likely to materially and unfavorably affect GPS's brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must:

(i) pay—within 10 days of such termination or expiration—all amounts owed to GPS based on the operation of the Business through the effective date of termination or expiration;

(ii) immediately return to GPS all copies of the Manual, Confidential Information and any and all other materials provided by GPS to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) immediately return to GPS or GALTRX any samples of GALTRX Pharmaceuticals or Atland Pharmaceuticals in Franchisee's possession (or the possession of any sales representative or person hired, contracted, or otherwise engaged by Franchisee);

(iv) immediately take all action required (a) to cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks; and (b) to cancel or transfer to GPS or its designee all telephone numbers, post office boxes, directory listings, and Digital Marketing accounts used by Franchisee in connection with the Business

or the Marks, including, without limitation, by providing login and password details and promptly signing all directions and authorizations necessary or appropriate to accomplish the foregoing. Franchisee hereby irrevocably appoints GPS, 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 appropriate to accomplish the foregoing. The telephone company, the postal service, registrars, Internet service providers and each listing agency may accept such direction by GPS pursuant to this Agreement as conclusive evidence of GPS's exclusive rights in such accounts and its authority to direct their transfer; and

(v) immediately cease doing business under any of the Marks and cease marketing any GALTRX Pharmaceuticals or Atland Pharmaceuticals.

14.4 Remove Identification. If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Galt Phranchise business, to the reasonable satisfaction of GPS. Franchisee shall comply with any reasonable instructions and procedures of GPS for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, GPS may enter the Location to remove the Marks and de-identify the Location. In this event, GPS will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by GPS.

14.5 Liquidated Damages.

(a) If GPS terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to GPS a lump sum (as liquidated damages and not as a penalty) which is based on the date of the termination.

(b) If the termination takes place during the first 12 months following the Effective Date, the liquidated damages shall be equal to 100% of the Initial Franchise Fee identified on the Summary Page. If the termination takes place during the 2nd year following the Effective Date, the liquidated damages shall be equal to 80% of this Initial Franchise Fee. If the termination takes place during the 3rd year following the Effective Date, the liquidated damages shall be equal to 60% of this Initial Franchise Fee. If the termination takes place during the 4th year following the Effective Date, the liquidated damages shall be equal to 40% of this Initial Franchise Fee. If the termination takes place after the 4th year from the Effective Date, the liquidated damages shall be equal to 20% of this Initial Franchise Fee.

(c) Franchisee acknowledges that a precise calculation of the full extent of GPS's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to GPS under this Section will be in lieu of any direct monetary damages that GPS may incur as a result of GPS's loss of future income that would have been owed after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4,

GPS's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which GPS is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that GPS may have under this Agreement or otherwise.

14.6 Purchase Option.

(a) Option. When this Agreement expires or is terminated, GPS will have the option (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to GPS. To exercise this option, GPS must notify Franchisee no later than 30 days after this Agreement expires or is terminated.

(b) Price. The purchase price for all assets that GPS elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 20 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. GPS's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business.

(c) Due Diligence. For a period of 30 days following the determination of the fair market value (the "Due Diligence Period") whether by agreement or by the determination by the appraiser as provided herein, GPS shall have the right to conduct a due diligence investigation of the assets related to the Business. Franchisee must give GPS reasonable access to Franchisee's facilities, books, and records during the Due Diligence Period. GPS shall have the right to require Franchisee to continue to operate the Business during the Due Diligence Period, and GPS shall also have the right to operate the Business during the Due Diligence Period in accordance with Section 11.13. GPS is under no obligation to continue with due diligence or to exercise its purchase option, and GPS may withdraw its exercise of the purchase option at any time before it pays for the assets.

(d) Closing. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by GPS. GPS will be entitled to all customary warranties and representations in connection with this asset purchase, including, representations and warranties as to ownership and condition of and title to assets, as to liens and encumbrances, validity of contracts, and liabilities affecting the assets. If GPS exercises the purchase option, GPS may deduct from the purchase price: (i) all amounts due from Franchisee; (ii) Franchisee's portion of the cost of any appraisal conducted hereunder; and (iii) amounts paid or to be paid by GPS to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, GPS may pay a portion of the purchase price directly to the lienholder to pay off such lien. GPS may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid.

(e) Assignment. GPS may assign this purchase option to an affiliate or a third party.

ARTICLE 15. TRANSFERS

15.1 By GPS. GPS may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and GPS may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that GPS entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing GPS at least 60 days prior notice of the proposed Transfer, and without obtaining GPS's consent. In granting any such consent, GPS may impose conditions, including, without limitation, the following:

(i) GPS receives a transfer fee equal to $50,000 per territory (although this is reduced to $25,000 per territory if the Transfer is to one of GPS's other current, qualified franchisees), plus any broker fees and other out-of-pocket costs incurred by GPS (of which a non-refundable $1,500 is due when Franchisee notifies GPS or asks GPS to consider a Transfer, and the balance is due when the Transfer is effective);

(ii) the proposed assignee and its owners have completed GPS's franchise application processes, meet GPS's then-applicable standards for new franchisees, and have been approved by GPS as franchisees;

(iii) the proposed assignee is not a competitor of GALTRX or GPS;

(iv) the proposed assignee executes GPS's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the form will be amended to provide that proposed assignee will not be required to pay an initial franchise fee);

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to GPS and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to GPS or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as GPS may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of GPS in a form satisfactory to GPS; and

(ix) the Business fully complies with all of GPS's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience

of ownership after at least 15 days' notice to GPS, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by GPS, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by GPS (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 GPS's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a co-Owner or to a spouse, sibling, or child of an Owner), GPS will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide GPS a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of GPS's receipt of such copy, GPS will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that GPS may substitute cash for any other form of payment). If GPS does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to GPS) GPS, its parent entity (Galt Companies, LLC), subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against GPS and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the development or operation of the Business (including any Data Security Event), or the acts or omissions of Franchisee or any of Franchisee's Owners, officers, directors, employees, or agents. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which Franchisee proves arose solely as a result of any Indemnitee's intentional misconduct or gross negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and to control all aspects of defending the Action (including negotiations and settlement), at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where GPS's headquarters are located.

(c) 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 or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of GPS's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for GPS to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, GPS and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

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

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date of the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims

(i) by GPS related to non-payment of amounts owed by Franchisee, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where GPS's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where GPS's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against GPS's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against GPS's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for GPS's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. GPS is not a fiduciary of Franchisee. GPS does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect GPS's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. GPS has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 or Article 17, This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, GPS, and GPS's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by GPS in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit GPS's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is

in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. The rights of the parties are cumulative, and no exercise or enforcement by a party of any right or remedy under this Agreement shall preclude the exercise or enforcement by that party of any other right or remedy in this Agreement, or to which it is entitled by applicable law.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Georgia (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to GPS, addressed to 3350 Riverwood Parkway, Suite 1900, Atlanta, GA 30339 and with a copy sent via email to bpatel@galtps.com and brad@shipedosiklaw.com (or such other email address(es) as GPS directs in the future). Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, GPS may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

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

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by GPS does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and GPS.

18.12 Force Majeure. If either party is unable to perform an obligation due to riots, terrorist act, war, disaster (such as an earthquake, hurricane, or tornado), health emergency (such as epidemics, pandemic, and quarantines), or any other act of God or nature beyond the reasonable control of such party (a "Force Majeure"), such party's performance of the obligation shall be excused for so

long as the Force Majeure exists, but not longer than 180 days. This section shall not excuse a party's obligation to make a payment owed under this Agreement

[*Signatures on next page*]

Agreed to and accepted by:

FRANCHISOR:

GALT PHRANCHISE SYSTEMS, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Ohio
_____ Rhode Island
_____ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State of incorporation / organization / residence: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND CONFIDENTIALITY AGREEMENT

This Guaranty and Confidentiality Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with GPS for the franchise of a Galt Phranchise business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce GPS to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to GPS and its affiliates that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to GPS and its affiliates, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and GPS or its affiliates upon demand from GPS. Guarantor waives (a) acceptance and notice of acceptance by GPS of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that GPS make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information, Guarantor shall (a) adhere to all security procedures prescribed by GPS for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by GPS, (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 the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by GPS or its affiliates (except for

Confidential Information which GPS licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to GPS. This Section will survive the termination or expiration of the Franchise Agreement indefinitely. Nothing in this Section or elsewhere in this Guaranty or the Franchise Agreement shall be deemed to limit or prohibit Guarantor from communicating about potential law violations with the Federal Trade Commission or other government agency acting within its statutory mandate.

3. Modification. Guarantor also agrees that no modification, extension, or indulgence granted to Franchisee (including any amendment or modification of the Franchise Agreement) shall release Guarantor from or otherwise affect this Guaranty, and that this Guaranty shall continue in full force and effect as to any renewal, extension, amendment, or modification of the Franchise Agreement. In addition, Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which GPS may from time-to-time grant to Franchisee or to any other person or entity, or by the acceptance of any partial payment or performance or the compromise or release of any claims.

4. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Georgia (without giving effect to its principles of conflicts of law). The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to GPS and its affiliates all costs incurred by GPS or its affiliates (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to and accepted by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

Attachment 3 to Franchise Agreement

CONDITIONAL ASSIGNMENT OF BRAND ACCOUNTS

This Assignment of Brand Accounts (this "Assignment") is executed by the undersigned ("Franchisee") in favor of Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS").

Background Statement: GPS and Franchisee are parties to a Franchise Agreement pursuant to which GPS granted Franchisee a license to operate a Galt Phranchise franchised business (the "Business"). GPS or its affiliates are the sole owner of the Galt Phranchise brand and all names, logos, trademarks, service marks, and other intellectual property associated therewith. To protect GPS's interest in and control of Galt Phranchise, Franchisee acknowledges and agrees that GPS has the right to control all telephone numbers, directory listings, and internet marketing accounts related to Galt Phranchise.

Franchisee agrees as follows:

1. Conditional Assignment. Franchisee hereby assigns to GPS (or its designee) all of Franchisee's rights, title, and interest in and to all telephone numbers, directory listings, email accounts, websites, social media accounts, and all other accounts and profiles for advertising and marketing on the internet or any electronic communications network ("Brand Accounts") associated with Galt Phranchise and registered by Franchisee from time to time in connection with the operation of Franchisee's Business, such assignment to be effective upon (a) termination or expiration of the Franchise Agreement, or (b) notice from GPS to Franchisee, at which time GPS will have the right to assume ownership of any one or all Brand Accounts.

2. Transfer or Deletion. Franchisee hereby authorizes the service provider of each Brand Account (the "Provider") to transfer the Brand Account to GPS (or its designee) or to delete the Brand Account upon the written instruction of GPS. Franchisee hereby grants GPS an irrevocable limited power of attorney on behalf of Franchisee to direct any Provider to transfer or delete a Brand Account. In such an event, Franchisee will have no further right, title or interest in the Brand Account but will remain liable to the Provider for all past due fees owing to the Provider on or before the date on which the assignment is effective. GPS will have no liability or obligation of any kind to a Provider arising prior the effective date of transfer or deletion. Franchisee agrees to take all reasonable steps necessary to effectuate the transfer or deletion (as determined by GPS) of each Brand Account.

[*Signatures on next page*]

Executed by:

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

Attachment 4 to Franchise Agreement

TERRITORY

[TERRITORY MAP WITH ZIP CODES IS INSERTED FOR TERRITORY AT THE TIME OF EXECUTION]

EXHIBIT C

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases GPS, its affiliates, and their respective directors, officers, shareholders, franchise sellers, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that GPS reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This form may be modified from this current form but will be substantially similar

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to and accepted by:

_____

Name: _____

Date: _____

EXHIBIT D

PROMISSORY NOTE

$_____ **_____, 20__**

FOR VALUE RECEIVED, the undersigned, jointly and severally ("Borrower" or "Maker") promises to pay to the order of Galt Phranchise Systems, LLC ("GPS" or "Payee"), a Georgia limited liability company at 3350 Riverwood Parkway. Suite 1900, Atlanta, GA 30339 or any other such place or address as GPS or any other holder of the Note hereafter may designate, the principal amount of _____ Dollars ($_____), together with interest at the rate equal to the prime rate of interest as quoted in the Wall Street Journal in effect at the date of this promissory Note plus two percent (2%) per annum. This is the Promissory Note effected as Maker (or an entity of which Maker is a guarantor) is financing a portion of the initial franchise fee set forth in the Galt Phranchise Systems, LLC Franchise Agreement ("Franchise Agreement") of even date herewith.

This Note is payable as follows: Interest begins to accrue on the first day of the first full calendar month following the Effective Date of the Franchise Agreement. Principal, accrued interest, and interest shall be paid in forty-eight (48) equal monthly installments of $_____ each on the first day of each month, commencing the first day of the second (2^{nd}) full calendar month after the Effective Date of the Franchise Agreement, and continuing until all principal and interest shall have been paid in full.

This Note may be prepaid in whole or in part at any time without the payment of any unearned interest, penalty, or premium. Any and all prepayments shall be applied first to outstanding interest and then to the next scheduled payment of principal.

If any payment due under this Note remains in default for more than ten (10) calendar days after the due date or in the event of a termination of the Franchise Agreement, the holder of this Note may declare the entire balance of principal and interest immediately due and payable. In addition, if any payment due under this Note remains in default for more than ten (10) calendar days after the due date or in the event of a termination of the Franchise Agreement, the holder of this Note may deduct any monies owed under this Note from the Total Sales Margins (as that term is defined in the Franchise Agreement) that GPS receives from GALTRX (as that term is defined in the Franchise Agreement).

Time is of the essence of this Note. In the event this Note or any part thereof is collected by or through an attorney at law, Maker agrees to pay all reasonable costs of collection actually incurred, including but not limited to, attorney's fees and court costs.

Presentment for payment, protest and notice of demand, protest and nonpayment and all other notices other than as set forth herein are hereby waived by the Maker. No course of dealing between the Maker and the Payee, nor delay or failure on the part of the Payee to exercise or

enforce any right or remedy provided for herein or otherwise available to the Payee, including without limitation, failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of the Payee thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and the Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the Maker under this Note, either in whole or in part unless the Payee agrees otherwise in writing. This Note may not be changed orally, but only in a writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Nothing in this Note will permit Payee to collect interest at a rate higher than is permitted by applicable law. If for any circumstance whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provisions shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction by possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby that is in excess of the current limit of such validity, but this Note shall be fulfilled to the limit of such validity.

This Note shall be governed by the internal, substantive laws of the State of Georgia, without giving effect to the conflict of law rules thereof.

As used herein, the term "Maker" shall be deemed to include the respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first above written.

MAKER: _____

By:_____,

Name:_____

Its:_____

I have signed below individually as a personal guarantor of all performance of the obligations under the above Promissory Note. I assume full personal liability for satisfaction of all of Maker's obligations under the Promissory Note as if they were my own and waive any and all defenses to any claims initiated by Holder related to Maker's default under this Promissory Note due to a failure to perform or due to non-payment.

_____

_____, Personal Guarantor

_____

_____, Personal Guarantor

_____

_____, Personal Guarantor

EXHIBIT E

FINANCIAL STATEMENTS

GALT PHRANCHISE SYSTEMS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2025 AND 2024

Warren Averett
CPAs AND ADVISORS
www.warrenaverett.com

The report accompanying this deliverable was issued by Warren Averett, LLC.

GALT PHRANCHISE SYSTEMS, LLC
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DECEMBER 31, 2025 AND 2024

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Warren Averett
CPAs AND ADVISORS

3500 Lenox Road, Suite 1600
Atlanta, GA 30326
770.396.1100
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

To the Member of
Galt Phranchise Systems, LLC

Opinion
We have audited the accompanying financial statements of the Galt Phranchise Systems, LLC, (a Georgia limited liability company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income and member's equity and cash flows for the years 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 Galt Phranchise Systems, LLC as of December 31, 2025 and 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.

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

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

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

Auditors' Responsibilities of the Audited Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Warren Averett, LLC

Atlanta, Georgia
April 1, 2026

GALT PHRANCHISE SYSTEMS, LLC
BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash	$ 4,077	$ 4,253
Accounts receivable	8,572	83,821
Current portion of franchise loans receivable	75,017	69,499
Related party receivable	30,396,843	18,349,296
Total current assets	30,484,509	18,506,869
FRANCHISE LOANS RECEIVABLE, NET OF CURRENT PORTION	177,623	187,540
TOTAL ASSETS	$ 30,662,132	$ 18,694,409
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ -	$ 36,453
Related party payable	16,951,791	10,591,305
Other current liabilities	1,797,900	895,093
Current portion of long-term debt	202,730	10,775
Current portion of deferred franchise fees	918,000	676,500
Total current liabilities	19,870,421	12,210,126
LONG-TERM DEBT	1,006,528	531,121
DEFERRED FRANCHISE FEES, NET OF CURRENT PORTION	3,038,458	2,682,917
TOTAL MEMBER'S EQUITY	6,746,725	3,270,245
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 30,662,132	$ 18,694,409

See notes to the financial statements.

GALT PHRANCHISE SYSTEMS, LLC
STATEMENTS OF INCOME AND MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
REVENUES		
Franchise fees, net of discounts	$ 1,354,385	$ 795,458
Franchise owned territories	6,789,298	2,603,490
Corporate territories	3,595,325	1,570,250
Royalties	713,943	286,945
Marketing, support fees and other revenues	313,038	47,845
Total revenues	12,765,989	5,303,988
EXPENSES		
Franchise sales margin	7,480,845	1,992,471
Related party management fees	334,346	764,716
Other cost of sales	-	44,311
Selling, general and administrative	1,530,007	960,184
Total expenses	9,345,198	3,761,682
OPERATING INCOME	3,420,791	1,542,306
OTHER INCOME (EXPENSE)		
Interest income	29,662	6,470
Forgiveness of related party payable	1,085,896	-
Repurchase of franchise territory	(1,014,762)	-
Interest expense	(45,107)	(18,750)
NET INCOME	3,476,480	1,530,026
MEMBER'S EQUITY, BEGINNING OF YEAR	3,270,245	1,740,219
MEMBER'S EQUITY, END OF YEAR	$ 6,746,725	$ 3,270,245

See notes to the financial statements.

GALT PHRANCHISE SYSTEMS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 3,476,480	$ 1,530,026
Adjustments to reconcile net income to net cash		
(used in) provided by operating activities:		
Capitalized interest	-	15,204
Franchise fee amortization	(752,861)	(556,500)
Changes in operating assets and liabilities:		
Accounts receivable	75,249	(71,283)
Related party receivable	(12,047,547)	(5,140,329)
Accounts payable	(36,453)	(33,391)
Deferred franchise fees	2,149,901	800,000
Related party payable	6,360,486	3,133,627
Other current liabilities	902,807	520,728
Net cash (used in) provided by operating activities	128,062	198,082
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions of franchise loan receivable	(75,000)	(250,000)
Proceeds from repayment of franchise loan receivable	79,399	55,531
Net cash provided by (used in) investing activities	4,399	(194,469)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(132,637)	(5,722)
Net cash provided by (used in) financing activities	(132,637)	(5,722)
NET DECREASE IN CASH	(176)	(2,109)
CASH AT BEGINNING OF YEAR	4,253	6,362
CASH AT END OF YEAR	$ 4,077	$ 4,253
SUPPLEMENTAL CASH FLOW INFORMATION		
Issuance of note payable for territory repurchase	$ 799,999	$ -

See notes to the financial statements.

1. SUMMARY OF ACCOUNTING POLICIES

Nature of Business

Galt Phranchise Systems, LLC (GPS or the Company) is a Georgia limited liability company formed for the purpose of establishing franchisees to promote branded and generic medications and health products. The Company is a wholly owned subsidiary of Galt Companies, LLC (the Parent). The Company's franchise system consists of 63 and 69 units at December 31, 2025 and 2024, respectively.

Franchise Operations

The Company offers and sells franchise licenses to sell pharmaceutical and certain consumer health products, owned by Galt Pharmaceuticals, LLC and Atland Pharmaceuticals, LLC. The franchisor commits not to establish, nor license establishment of, another Galt business within the exclusive territory of each of the franchisees. The Company commits to assist the franchisee in training the franchisee, reviewing the franchisee's business plan, providing pre-opening training and providing other post-opening advice and support. In return for purchasing the franchise, the franchisee receives a payment based on the sales of the related products in their territory. The amount of the payment is defined in the franchise agreement, which approximates 45% of qualifying product sales adjusted per the terms of the agreement.

The franchisee is also required to make royalty, marketing and other payments to the Company based on product sales approximating 11% of the franchisee's payment.

The Company has performed all services required in the agreements for the franchise to be operational.

Basis of Presentation

These financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Accounting Estimates

The preparation of the financial statements in conformity with GAAP requires the use of estimates based on management's knowledge and experience. Due to their prospective nature, actual results could differ from those estimates.

Cash

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

Accounts receivable consist of trade receivables from customers and are stated at the amount the Company expects to collect, net of allowance. The Company extends credit based on an evaluation of the customer's financial condition. Exposure to loss on receivables is principally dependent on each customer's financial condition. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. Management analyzes delinquent receivables on a continuing basis and, once any receivables are determined to be uncollectible, they are written off through a charge against the allowance.

Franchise Loan Receivables
The Company considers franchise loan receivables to be fully collectible; accordingly, no allowance for current expected credit loss has been recorded. The Company reviews its listing of franchise loan receivable, and when amounts become past due, a determination is made of the collectability of the receivable. If the amounts are deemed uncollectable, the Company records an allowance for current expected credit losses.

Deferred Franchise Fees
Deferred franchise fees consist primarily of initial franchise fees as a result of the execution of the license to operate in the designated territory as defined in the franchise agreement. The initial franchise fee varies by franchise agreement. The fee is paid upon executing the franchise agreement.

Revenue Recognition
The Company's revenues are comprised of franchise revenue and royalties.

Franchise Fees
The Company enters into franchise agreements to grant a license to have the right to operate as a Galt pharmaceutical business in a certain territory. The franchise license granted for each territory typically requires the franchisee to pay initial nonrefundable franchise fees prior to operations. The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore, accounted for as a single performance obligation, which is satisfied by granting certain rights to use its intellectual property over the term of each franchise agreement. Initial franchise fees, as well as transfer fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement, which is generally 5 or 10 years.

Royalties and Marketing and Other Support Fees
Royalties are calculated as a percentage of franchisee gross sales. Marketing and other support fees are recognized in alignment with the royalty revenues.

Income Taxes
No provision for income taxes is made in the accompanying financial statements since the Company, as a limited liability company (LLC), is treated as a partnership for federal income tax purposes whereby the member is responsible for reporting their proportionate share of the Company's income or loss in their tax returns. Management does not believe there are any uncertain tax positions as defined by Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, *Income Taxes*, at December 31, 2025 or 2024.

The Company could be subject to income tax examinations for its U.S. federal and state income tax returns for the current tax year and previous filings for tax years 2024, 2023 and 2022 still open under the statute of limitations.

Contingencies
The Company is subject to legal proceedings and claims arising out of its normal course of business. While it is impossible to ascertain the ultimate legal and financial liability with respect

to the contingent liabilities, the Company believes that the aggregate amount of such liabilities, if any, in excess of amounts provided or covered by insurance, will not have a material adverse effect on the financial position or results of operations of the Company.

Advertising and Sales Promotion
The Company expenses the cost of advertising and promotion as incurred and amounted to $97,603 and $39,706 for the years ended December 31, 2025 and 2024, respectively.

Subsequent Events
In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 1, 2026, the date the financial statements were available to be issued. Subsequent to year end, the Company terminated franchise agreements for territories from franchisees.

The terminated franchisee territories will be operated by the Company and made available for resale to new franchisees. Management is evaluating the financial and operational impact of these transactions; however, the ultimate effect on future results of operations and cash flows has not yet been determined.

2. RELATED PARTY TRANSACTIONS

Galt Pharmaceuticals, LLC (Galt), Atland Pharmaceuticals, LLC (Atland) are wholly owned subsidiaries of Galt Companies, LLC, and Galt Management Services, LLC (GMS) is a related party entity from common ownership. Galt purchases intellectual property regarding certain pharmaceutical and consumer health products for which it develops, manufactures and distributes. Atland develops generic labeled medications. GMS discontinued the support management services in 2025. The Company has related receivables from Galt and Atland for product sales margin, based on the sales of the related products in the franchisee's territory. The amount of the payment is defined in the franchise agreement. The Company has related payables owed to GMS for support management services to franchisees. In addition to the above, payments made on the Company's behalf for an allocation of shared services are included in related party payables.

During the years ended December 31, 2025 and 2024, Galt, Atland and GMS provided services to the franchisees. During the year ended December 31, 2025, the Company paid management fees of $334,346 and recognized sales of $3,595,325. During the year ended December 31, 2024, the Company paid management fees of $764,716 and recognized sales of $1,570,250.

During the year ended December 31, 2025, the Company received forgiveness from a related party of net payables of $1,085,896. The Company recognized the forgiveness of related party payable within other income (expense) in the accompanying statements of operations and member's equity.

3. FRANCHISE LOAN RECEIVABLE

During the year ended December 31, 2025, the Company sold 14 territory franchises amounting to $1,910,000, of which $75,000 was financed. During the year ended December 31, 2025, GPS collected $79,399 relating to the financed franchisee notes receivable. During the year ended December 31, 2025, the Company did not terminate any territories. During the year ended December 31, 2024, the Company sold four territory franchises amounting to $800,000, of which $250,000 was financed. During the year ended December 31, 2024, GPS collected $55,531 relating to the financed franchisee notes receivable. During the year ended December 31, 2024, the Company did not terminate any territories. As of December 31, 2025 and 2024, $252,640 and $257,039, respectively, of the franchise loan receivables were outstanding. Following are the amounts due by each of the years ending December 31 on these notes' receivable:

For the Year Ending December 31,		
2026	$	75,017
2027		85,212
2028		81,540
2029		10,871
	$	252,640

4. SIGNIFICANT CONCENTRATIONS

As of December 31, 2025, the Company holds franchise territory loans receivable amounting to $252,640, all of which are outstanding from three franchisees. As of December 31, 2024, the Company holds franchise territory loans receivable amounting to $241,536, all of which are outstanding from two franchisees. Default of payment on this territory loan by the franchisee could have a material adverse impact to the Company's operations.

5. DEFERRED FRANCHISE FEES

The following is the amortization, or realization, of deferred revenue related to the Company as of December 31, 2025:

For the Year Ending December 31,		
2026	$	918,000
2027		918,000
2028		898,312
2029		759,187
2030		338,250
Thereafter		124,709
	$	3,956,458

During the year ended December 31, 2025, the Company entered into agreements to repurchase 20 franchise territories. The repurchased territories will be operated by the Company and available to be resold to prospective franchisees. As a result of the repurchase of the 20 territories, the Company recognized repurchase of territory expense of $1,557,470 and derecognition of deferred franchise fees of $542,708, resulting in a net expense of $1,014,762, which are presented as other expense on the statement of income and member's equity.

6. DEFINED CONTRIBUTION PLAN

The Company's related party, Galt, is the Plan Sponsor and Plan Administrator of a 401(k) benefit plan (the Plan). The Plan provides for a 4% employer matching contribution to all eligible employees participating in the Plan. The Company receives an allocated share of this cost under shared service arrangements with Galt. During the years ended December 31, 2025 and 2024, the Company's allocated share of the matching contribution was $32,287 and $21,658, respectively.

7. LONG-TERM DEBT

On April 6, 2022, the Company entered into a term loan with the SBA in the amount of $500,000. Payments on the term loan are deferred over a period of two years then to be repaid in monthly installments of $2,575 of principal and interest over a term of 30 years with an interest rate of 3.75%. After this term, a final principal and interest payment is due on April 30, 2052. The term loan is secured by all tangible property of the Company and guaranteed by the member. The balance at December 31, 2025 and 2024, was $531,187 and $541,896, respectively.

On February 28, 2025, the Company repurchased 15 territories for $1,300,000. The repurchase was settled in cash of $500,001 and $799,999 promissory note payable to the previous franchise owner payable over 4 years at 5% interest due in monthly installments of $18,423 of principal and interest payments. The balance at December 31, 2025 was $678,071.

The maturities of the note payable are as follows:

For the Year Ending December 31,	
2026	$ 202,730
2027	212,957
2028	223,701
2029	86,127
2030	13,013
Thereafter	470,730
	$ 1,209,258

GALT PHRANCHISE SYSTEMS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

Warren Averett
CPAs AND ADVISORS
www.warrenaverett.com

The report accompanying this deliverable was issued by Warren Averett, LLC.

GALT PHRANCHISE SYSTEMS, LLC
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DECEMBER 31, 2024 AND 2023

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Warren Averett
CPAs AND ADVISORS

3500 Lenox Road, Suite 1600
Atlanta, GA 30326
770.396.1100
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

To the Member of
Galt Phranchise Systems, LLC

We have audited the accompanying financial statements of the Galt Phranchise Systems, LLC, (a Georgia limited liability company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and member's equity and cash flows for the years then ended, and the related notes to the financial statements.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Galt Phranchise Systems, LLC as of December 31, 2024 and 2023, 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.

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

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

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

Auditors' Responsibilities of the Audited Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Warren Averett, LLC

Atlanta, Georgia
April 8, 2025

GALT PHRANCHISE SYSTEMS, LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash	$ 4,253	$ 6,362
Accounts receivable	83,821	12,538
Current portion of franchise loans receivable	69,499	44,381
Related party receivable	18,349,296	13,208,967
Total current assets	18,506,869	13,272,248
FRANCHISE LOANS RECEIVABLE, NET OF CURRENT PORTION	187,540	18,189
TOTAL ASSETS	$ 18,694,409	$ 13,290,437
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 36,453	$ 69,844
Related party payable	10,591,305	7,457,678
Other current liabilities	895,093	374,365
Current portion of long-term debt	10,775	7,725
Current portion of deferred franchise fees	676,500	516,500
Total current liabilities	12,210,126	8,426,112
LONG-TERM DEBT	531,121	524,689
DEFERRED FRANCHISE FEES, NET OF CURRENT PORTION	2,682,917	2,599,417
TOTAL MEMBER'S EQUITY	3,270,245	1,740,219
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 18,694,409	$ 13,290,437

See notes to the financial statements.

GALT PHRANCHISE SYSTEMS, LLC
STATEMENTS OF INCOME AND MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
REVENUES		
Franchise fees, net of discounts	$ 795,458	$ 558,987
Franchise owned territories	2,603,490	987,423
Corporate territories	1,570,250	198,990
Royalties	286,945	81,566
Marketing and other support fees	47,845	92,340
Total revenues	5,303,988	1,919,306
EXPENSES		
Franchise commission	1,992,471	563,386
Related party management fees	764,716	-
Other cost of sales	44,311	63,597
Selling, general and administrative	960,184	949,216
Total expenses	3,761,682	1,576,199
OPERATING INCOME	1,542,306	343,107
OTHER INCOME (EXPENSE)		
Interest income	6,470	5,415
Interest expense	(18,750)	(18,908)
NET INCOME	1,530,026	329,614
MEMBER'S EQUITY, BEGINNING OF YEAR	1,740,219	1,410,605
MEMBER'S EQUITY, END OF YEAR	$ 3,270,245	$ 1,740,219

See notes to the financial statements.

GALT PHRANCHISE SYSTEMS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,530,026	$ 329,614
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Capitalized interest	15,204	18,904
Franchise fee amortization	(556,500)	(492,250)
Changes in operating assets and liabilities:		
Accounts receivable	(71,283)	(11,088)
Related party receivable	(5,140,329)	(1,756,247)
Accounts payable	(33,391)	(35,226)
Deferred franchise fees	800,000	340,000
Related party payable	3,133,627	1,511,363
Other current liabilities	520,728	45,581
Net cash provided by (used in) operating activities	198,082	(49,349)
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions of franchise loan receivable	(250,000)	-
Proceeds from repayment of franchise loan receivable	55,531	52,192
Net cash (used in) provided by investing activities	(194,469)	52,192
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(5,722)	-
Net cash used in financing activities	(5,722)	-
NET (DECREASE) INCREASE IN CASH	(2,109)	2,843
CASH AT BEGINNING OF YEAR	6,362	3,519
CASH AT END OF YEAR	$ 4,253	$ 6,362

See notes to the financial statements.

1. SUMMARY OF ACCOUNTING POLICIES

Nature of Business

Galt Phranchise Systems, LLC (GPS or the Company) is a Georgia limited liability corporation formed for the purpose of establishing franchisees to promote branded and generic medications and health products. The Company's franchise system consists of 69 and 66 units at December 31, 2024 and 2023, respectively.

Franchise Operations

The Company offers and sells franchise licenses to sell pharmaceutical and certain consumer health products, owned by Galt Pharmaceuticals, LLC and Atland Pharmaceuticals, LLC. The franchisor commits not to establish, nor license establishment of, another Galt business within the exclusive territory of each of the franchisees. The Company commits to assist the franchisee in hiring and training employees, reviewing the franchisee's business plan, providing pre-opening training and providing other post-opening advice and support. In return for purchasing the franchise, the franchisee receives a payment based on the sales of the related products in their territory. The amount of the payment is defined in the franchise agreement, which approximates 45% of qualifying product sales adjusted per the terms of the agreement.

The franchisee is also required to make royalty, marketing and other payments to the Company based on product sales approximating 11% of the franchisee's payment.

The Company has performed all services required in the agreements for the franchise to be operational.

Basis of Presentation

These financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Accounting Estimates

The preparation of the financial statements in conformity with GAAP requires the use of estimates based on management's knowledge and experience. Due to their prospective nature, actual results could differ from those estimates.

Recently Adopted Accounting Guidance

Allowance for Credit Losses

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Codification (ASC) 326, *Financial Instruments – Credit Losses*, which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable.

The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements.

Cash
The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable
The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been recorded. During the year, the Company reviews its listing of accounts receivable, and when amounts become past due, a determination is made to the collectability of the receivable. If amounts become uncollectible, they will be charged to operations when that determination is made.

Franchise Loan Receivables
The Company considers franchise loan receivables to be fully collectible; accordingly, no allowance for doubtful accounts has been recorded. At year - end, the Company reviews its listing of franchise loan receivable, and when amounts become past due, a determination is made of the collectability of the receivable. If the amounts are deemed uncollectable, the Company records an allowance for doubtful accounts.

Deferred Franchise Fees
Deferred franchise fees consist primarily of initial franchise fees as a result of the execution of the license to operate in the designated territory as defined in the franchise agreement. The initial franchise fee varies by franchise agreement. The fee is paid upon executing the franchise agreement.

Revenue Recognition
The Company's revenues are comprised of franchise revenue and royalties.

Franchise Fees
The Company enters into franchise agreements to grant a license to have the right to operate as a Galt pharmaceutical business in a certain territory. The franchise license granted for each territory typically requires the franchisee to pay initial nonrefundable franchise fees prior to operations. The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore, accounted for as a single performance obligation, which is satisfied by granting certain rights to use its intellectual property over the term of each franchise agreement. Initial franchise fees, as well as transfer fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement, which is generally 5 or 10 years.

Royalties and Marketing and Other Support Fees
Royalties are calculated as a percentage of franchisee gross sales. Marketing and other support frees are recognized when the product is delivered to the customers.

Income Taxes
No provision for income taxes is made in the accompanying financial statements since the Company, as a limited liability company (LLC), is treated as a partnership for federal income tax purposes whereby the members is responsible for reporting their proportionate share of the

Company's income or loss in their tax returns. Management does not believe there are any uncertain tax positions as defined by FASB ASC 740, *Income Taxes*, at December 31, 2024 or 2023.

The Company could be subject to income tax examinations for its U.S. federal and state income tax returns for the current tax year and previous filings for tax years 2023, 2022 and 2021 still open under the statute of limitations.

Contingencies
The Company is subject to legal proceedings and claims arising out of its normal course of business. While it is impossible to ascertain the ultimate legal and financial liability with respect to the contingent liabilities, the Company believes that the aggregate amount of such liabilities, if any, in excess of amounts provided or covered by insurance, will not have a material adverse effect on the financial position or results of operations of the Company.

Fair Value of Financial Instruments
The Company's financial instruments consist of accrued expenses. These financial instruments approximate their fair values, principally because of the short-term maturities of these instruments. The fair value of the Company's notes receivable and deferred revenue are estimated based on current rates offered to the Company for debt with similar terms and maturities.

Advertising and Sales Promotion
The Company expenses the cost of advertising and promotion as incurred and amounted to $39,706 and $37,333 for the years ended December 31, 2024 and 2023, respectively.

Reclassifications
Certain prior year amounts have been reclassified to conform to the current period presentation. Such reclassifications did not impact the Company's net income or member's equity as previously reported.

Subsequent Events
In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 8, 2025, the date the financial statements were available to be issued. Subsequent to year end, the Company repurchased 15 territories for $1,300,000. The repurchase was settled in cash of $500,000 and a $800,000 promissory note payable to the previous franchise owner payable over 4 years at 5% interest.

2. RELATED PARTY TRANSACTIONS

Galt Pharmaceuticals, LLC (Galt), Atland Pharmaceuticals, LLC (Atland) are wholly owned subsidiaries of Galt Companies, LLC, and (Galt Management Services, LLC (GMS) qualifies as a related party) as a variable interest entity from common ownership. Galt purchases intellectual property regarding certain pharmaceutical and consumer health products for which it develops, manufactures and distributes. Atland develops generic labeled medications. GMS provides support management services to franchisees. The Company has related receivables from Galt and Atland for product sales margin, based on the sales of the related products in the franchisee's territory. The amount of the payment is defined in the franchise agreement. The Company has related payables owed to GMS for support management services to franchisees. In addition to the above, payments made on the Company's behalf for an allocation of shared services are included in related party payables.

During the years ended December 31, 2024 and 2023, Galt, Atland and GMS provided services to the franchisees. In conjunction with those services, during 2024, the Company paid management fees of $764,716 and recognized sales of $1,570,250. In conjunction with those services, during 2023, the Company recognized sales of $198,990.

3. FRANCHISE LOAN RECEIVABLE

During the year ended December 31, 2024, the Company sold four territory franchises amounting to $800,000, of which $250,000 was financed. During the year ended December 31, 2024, GPS collected $55,531 relating to the financed franchisee notes receivable. During the year ended December 31, 2024, the Company did not terminate any territory loans. During the year ended December 31, 2023, the Company sold two territory franchises amounting to $250,000, which was received at time of sale. During the year ended December 31, 2023, GPS collected $52,192 relating to the financed franchisee notes receivable. During the year ended December 31, 2023, the Company did not terminate any territories. As of December 31, 2024 and 2023, $257,039 and $137,785, respectively, of the franchise loan receivables were outstanding. Following are the amounts due by each of the years ending December 31 on these notes' receivable:

For the Year Ending December 31,	
2025	$ 69,499
2026	59,949
2027	66,556
2028	61,035
	$ 257,039

4. SIGNIFICANT CONCENTRATIONS

As of December 31, 2024, the Company holds franchise territory loans receivable amounting to $241,536, all of which are outstanding from two franchisees representing more than 10% of the outstanding franchise loan receivable balance. As of December 31, 2023, the Company holds franchise territory loans receivable amounting to $62,570, all of which are outstanding from three franchisees. Default of payment on this territory loan by the franchisee could have a material adverse impact to the Company's operations.

5. DEFERRED FRANCHISE FEES

The following is the amortization, or realization, of deferred revenue related to the Company as of December 31, 2024:

For the Year Ending December 31,	
2025	$ 676,500
2026	676,500
2027	676,500
2028	641,188
2029	408,938
Thereafter	279,791
	$ 3,359,417

6. DEFINED CONTRIBUTION PLAN

The Company's related party, Galt, is the Plan Sponsor and Plan Administrator of a 401(k) benefit plan (the Plan). The Plan provides for a 4% employer matching contribution to all eligible employees participating in the Plan. The Company receives an allocated share of this cost under shared service arrangements with Galt. During the years ended December 31, 2024 and 2023, the Company's allocated share of the matching contribution was $21,658 and $24,338, respectively.

7. NOTE PAYABLE

On April 6, 2022, the Company entered into a term loan with the SBA in the amount of $500,000. Payments on the term loan are deferred over a period of two years then to be repaid in monthly installments of $2,575 of principal and interest over a term of 30 years with an interest rate of 3.75%. After this term, a final principal and interest payment is due on April 30, 2052. The term loan is secured by all tangible property of the Company and guaranteed by the member. The balance at December 31, 2024 and 2023, was $541,896 and $532,414, respectively.

The maturities of the note payable are as follows:

For the Year Ending December 31,		
2025	$	10,775
2026		11,203
2027		11,631
2028		12,074
2029		12,535
Thereafter		483,678
	$	541,896

EXHIBIT F

OPERATING MANUAL TABLE OF CONTENTS

GALT® Phranchise™ Systems

ONBOARDING GUIDE AND OPERATIONS MANUAL

UPDATED FEBRUARY 2025

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EXHIBIT G

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year unless otherwise indicated) and the address and telephone number of each of their outlets*:

Owner Contact	Address	City / State	Zip Code	Phone	Total Territories
Marilyn DeLoach	18 Coshatt Trail	Hoover / AL	35244	205.410.1370	1
Tresha Brown	80 Grace Chapel Trail	Pike Road/ AL	36064	334.685.0323	1
Mirvice Ahmad	23-24 128th Street	College Point/NY	11356	347.896.3441	1
Taylor Froiland	3260 N Hayden Rd Ste 201	Scottsdale / AZ	85251	480.329.3877	5
Shahida Choudhry	17008 Palm Pointe Dr.	Tampa/ FL	33647	727.239.2562	1
Mike Castle	28059 US HWY 19N #201	Clearwater/ FL	33761	727.239.2562	3
Derek Sierra	PO Box1415	Riverview/ FL	33568	407.492.2827	1
Virat Patel	1324 Lake Olivia Lane	Windermere/FL	34786	551.358.4242	2
Chris Eastin	42 Adin Drive	Mandeville/LA	70471	504.307.1507	1
Kamlesh Sonani	2988 Gillsville HWY	Gainesville/ GA	30507	919.334.8202	5
Tim Bergeron	188 Bald Eagle Dr.	Abita Springs/LA	70420	985.264.3940	10
Paul Bertuccini	748 E. William David Pkwy	Metairie/LA	70005	504.453.8305	1
Rodney Wienhusen	1220 Brockenbraugh Ct.	Metairie/LA	70005	702.439.5215	1
Guru Charan	6980 O'Bannon Drive,	Las Vegas/ NV	89117	224.456.8509	2
Amr H Hillal	1177 Englishtown Road	Old Bridge / NJ	08857	908.616.2889	6
Kevin Vora	1 Bromley Dr.	West Orange / NJ	07052	901.907.9502	2
Vishnu Patel	2 Marshall Lane	Wood Ridge / NJ	07075	973.722.6664	1
Poumil Patel	713 Strassle Way	South Plainfield / NJ	07080	848.333.9618	1
Chirag Patel	14454 Adair Manor Ct	Charlotte / NC	28277	803.804.4735	3
Kaushal Patel	8 Sarah Drive	Newtown / PA	18940	917.667.6989	1
Rajeev Chauhan	4026 Brackenberry Drive	Anderson/ SC	29621	224.436.5593	2
Mike Woodall	2020 Fieldstone Pkwy Ste 900	Franklin / TN	37069	615.500.4910	2
Steve Siege	16924 Northlake Hills Dr.	Jonestown / TX	78645	806.438.1035	2
Mira Algreatly	28 Dorthea Place 2nd FL	Staten Island/NY	10306	347.806.6772	2
Royce Padua	1237 Sheffield Place	Lexington/KY	40509	756.831.3143	1
Azimullah Arzoi	2727 Nira Avenue	East Meadow/NY	11554	347.740.3097	3
Rusty Jackson	3902 Weston Drive	Fulshear / TX	77441	501.425.6655	2

*The location of the franchisee may not be the same as the franchisee's territory.

Franchisees who had signed franchise agreements but were not yet open as of the end of our last fiscal year:

None

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date*:

Owner Contact	Address	City / State	Zip Code	Phone	Total Territories
Emken Linton	2600 South Shore Blvd	League City/TX	77573	281.222.6328	2
Vijay Patel	4725 University Dr	Huntsville / AL	35816	256.603.0861	16
Manoj Amaraneni	3024 Hidden Forest Ct	Marietta/GA	30066	979.665.7693	1
Dan Drees	260 Falcon Crest Pointe	Canton/GA	30114	678.410.4624	1
Tracey DeFine	5548 Hedge Brooke Dr.	Acworth/GA	30101	678.457.3048	1**

** This franchisee transferred a territory during 2025

EXHIBIT H

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE, GALTPS.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA.

REGISTRATION OF THIS FRANCHISE OFFERING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person

acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Atlanta, Georgia, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

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.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

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

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

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

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

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7

DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. 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.

2. 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.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. 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.

10. 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.

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

GALT PHRANCHISE SYSTEMS, LLC

April 6, 2026

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit I for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT I

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Jurisdiction. 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 occur outside of Illinois.

4. Termination/Non-Renewal. Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Disclaimers. 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.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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. the general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

5. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

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

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve GPS or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by GPS with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OHIO RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "BOPA" means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that GPS is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of GPS constitutes an intent that BOPA apply to the transaction between GPS and Franchisee or an admission by GPS that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. GPS will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

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

Agreed to and accepted by:

FRANCHISOR:	FRANCHISEE:
GALT PHRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OHIO
NOTICE OF CANCELLATION

[*Insert Date Agreement Signed by FRANCHISEE*]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following Galt Phranchise Systems, LLC's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Galt Phranchise Systems, LLC at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of Galt Phranchise Systems, LLC regarding the return shipment of the goods at Galt Phranchise Systems, LLC's expense and risk. If you do make the goods available to Galt Phranchise Systems, LLC and Galt Phranchise Systems, LLC does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to Galt Phranchise Systems, LLC, or if you agree to return them to Galt Phranchise Systems, LLC and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Galt Phranchise Systems, LLC, at 3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339, or send a fax to Galt Phranchise Systems, LLC at [*Insert facsimile number*] or an e-mail to Galt Phranchise Systems, LLC at Phranchise@galtrx.com, not later than midnight of [*Insert date that is five business days after the date above]*.

I hereby cancel this transaction.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Agreed to and accepted by:

FRANCHISEE:	FRANCHISOR:
_____	GALT PHRANCHISE SYSTEMS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit J

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (this "Agreement") is entered into between _____ ("Franchisee") and _____ ("Representative", "you," or "your").

WHEREAS, Franchisee is the franchisee under a franchise agreement ("Franchise Agreement") with Galt Phranchise Systems, LLC, a Georgia limited liability company ("GPS").

WHEREAS, Representative will be employed or engaged by Franchisee to perform sales representative services for Franchisee.

WHEREAS, Representative will gain valuable experience in Franchisee's business and practices, and Representative may be entrusted with information belonging to GPS.

WHEREAS, Representative agrees that as a result of its relationship with Franchisee, Representative will gain valuable experience in Franchisee's business and practices, and Representative is expected to be entrusted with information belonging to GPS or its parents, affiliates, or subsidiaries.

WHEREAS, Representative understands and agrees that protecting the Intellectual Property (as such term is defined herein), is vital to GPS and to the success of GPS and its franchise system, and that it could seriously jeopardize GPS' franchise system if Representative were to infringe on the Intellectual Property.

WHEREAS, in order to protect GPS's, Franchisee and Representative hereby agree to the following.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

*"**Copyrights**"* means all works and materials for which any of the GPS Entities have secured common law or registered copyright protection and that GPS allows Franchisee to use, sell, or display in connection with the marketing and/or operation of a Galt Phranchise Systems business, whether now in existence or created in the future.

"GPS Entities" include GPS, and GPS's parents, affiliates, and subsidiaries (including, but not limited to Galt Companies, LLC; Galt Pharmaceuticals, LLC; and Atland Pharmaceuticals, LLC).

*"**Intellectual Property**"* means, collectively or individually, the Marks, Copyrights, Know-how and System.

*"**Know-how**"* means all of the GPS Entities' trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Galt Phranchise

Systems business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes any other proprietary or non-public information which is provided to the Franchisee by any of the GPS Entities.

*"**Manual**"* means GPS' confidential operating or brand standards manuals for the operation of a Galt Phranchise Systems business.

*"**Marks**"* means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Galt Phranchise Systems business, including "Galt Pharmaceuticals," and any other trademarks, service marks or trade names that GPSs designate for use by Franchisee. The term "Marks" also includes any distinctive trade dress used to identify a Galt Phranchise Systems business, whether now in existence or hereafter created.

*"**System**"* means any of the GPS Entities' system for the establishment, development, operation and management of a Galt Phranchise Systems business, including Know-how, proprietary programs and products, the Manual, and its operating System.

2. Compliance With Laws. During the term of Representative's employment or engagement with Franchisee, Representative shall comply with all applicable federal and state laws, rules, and regulations (collectively "Laws"), including, but not limited to, the federal anti-kickback statute ("AKS").

3. Intellectual Property. Representative agrees that it: (i) will not use the Know-how in any business or capacity other than the Galt Phranchise Systems business operated by Franchisee; (ii) will maintain the confidentiality of the Know-how and Confidential Information at all times; (iii) will not make unauthorized copies of documents containing any Know-how or Confidential Information; (iv) will take such reasonable steps as GPS or Franchisee may ask of Representative from time to time to prevent unauthorized use or disclosure of the Know-how and Confidential Information; and (v) will stop using the Know-how and Confidential Information immediately as soon as Representative is no longer a manager, officer, employee, or contractor of Franchisee. Representative further agrees that it will not use the Intellectual Property for any purpose other than the performance of Representative's duties for Franchisee and within the scope of Representative's employment or other engagement with Franchisee.

4. Standard Operating Procedures. In connection with any actions in connection with Franchisee, Representative shall comply with the following standard operating procedures. Franchisee and GPS reserves the right to amend, modify, or add to these standard operating procedures, and Representative shall comply with any amended, modified, or additional standard operating procedures.

Standard Operating Procedures

Process	**Key Points**

A. Marketing Materials. All marketing materials shall be produced and approved by GPS in writing. You shall not create or modify, or distribute non-approved marketing materials.	Anything given to a prescribing health care provider is considered marketing – GPS must approve materials in advance of distribution to ensure they are compliant with all Laws.
B. Content. The marketing materials shall discuss the safety and efficacy of the products according to FDA approved Prescribing Information. You shall not make unsubstantiated claims about any product.	For a claim of safety or efficacy to be made, it must be approved through the FDA (either through prescribing information or approval of marketing pieces). Fair-balance is required with each statement being made and will be covered during training.
C. Creation of Prescriptions. Health care providers that are authorized to prescribe medications must be the ones to write the prescriptions.	Pre-printed pads are illegal in many states, and may violate applicable states laws. Pre-printed pads shall not be distributed in any state where such pads are prohibited by any Laws.
D. Honoria or Gifts. You shall market the pharmaceuticals in a manner which does not constitute a bribe or a kickback or violate any Laws. You shall not use financial incentives, in any form, including gifts or honoraria	Financial incentives are a violation of the pharma marketing guidelines, and can lead to serious repercussions. If meals are provided to healthcare providers, appropriate documentation according to the Sunshine Act, and any other Laws, will be required.
E. Target of Marketing Activities. You shall market the pharmaceuticals to health care providers, not directly to patients.	While marketing to health care providers who are educated and able to make informed decisions in the best interest of their patients is allowed, marketing directly to patients is not.

5. Third-Party Beneficiary. GPS and the GPS Entities are third-party beneficiaries of this Agreement, with full rights to enforce this Agreement against Representative.

6. Breach. Representative agrees and acknowledges that Representative's failure to comply with the terms of this Agreement will cause substantial and irreparable damage to the GPS Entities for which there is no adequate remedy at law. As such, any violation of the terms of this Agreement will entitle GPS and/or the other GPS Entities to injunctive relief. Representative agrees that any or all of the GPS Entities may apply for such injunctive relief, without bond, but

upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Representative, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to Franchisee or the GPS Entities under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense, or cause of action that Representative may have against Franchisee or any of the GPS Entities, regardless of cause or origin, cannot be used as a defense against Franchisee's or any of the GPS Entities' enforcement of this Agreement.

7. Miscellaneous.

(a) Representative acknowledges that it is an independent contractor or employee of Franchisee and not an employee or contractor of any of the GPS Entities. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and any of the GPS Entities or the Franchisee for any purpose. Representative has no authority (and shall not hold itself out as having authority) to bind Franchisee or any of the GPS Entities, and Representative shall not make any agreements or representations on the GPS Entities' or Franchisee's behalf without GPS' prior written consent.

(b) If any of the GPS Entities hires an attorney or file suit against Representative because Representative has breached this Agreement and prevail against Representative, Representative agree to the GPS Entities' reasonable attorney fees and costs in doing so.

(c) This Agreement will be governed by, construed, and enforced under the laws of Georgia, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion.

EXECUTED on the date stated below.

Franchisee:	Representative
_____	_____
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

Exhibit K

FRANCHISEE ACKNOWLEDGEMENT

(THIS ACKNOWLEDGEMENT WILL NOT BE USED IF YOUR FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN).

This Acknowledgment is presented to you in connection with the signing of your Galt Pharmaceuticals Franchise Agreement. If any of the statements are not correct, do not sign this Acknowledgement or the Franchise Agreement, and please contact your sales representative immediately.

By signing below, the undersigned acknowledges the following:

(1) The undersigned understands all the information in GPS's Disclosure Document.

(2) The success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on GPS's behalf made any statement or promise regarding the costs involved in operating a Galt Pharmaceuticals franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on GPS's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on GPS's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Galt Pharmaceuticals franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on GPS's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) The undersigned understands that this Agreement contains the entire agreement between GPS and Franchisee concerning the Galt Pharmaceuticals franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, the undersigned is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

DO NOT SIGN THIS ACKNOWLEDGEMENT IF YOUR FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN).

Signed by:

_____	_____
Name: _____	Name: _____
Date: _____	Date: _____

Exhibit L

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made as of the date signed by below by _____, a resident of _____ ("Recipient"), in favor of Galt Phranchise Systems, LLC, a Georgia limited liability company, and its affiliates (collectively, "GPS").

Background Statement. Recipient desires to evaluate a potential opportunity to enter into a franchise agreement with GPS (the "Proposed Opportunity") for a Galt Pharmaceuticals franchise. To induce GPS to disclose confidential information to Recipient, Recipient agrees as follows:

1. Confidentiality. "Confidential Information" means all non-public data information of or about GPS or its franchise system, including without limitation, trade secrets, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how. Recipient shall (i) hold all Confidential Information in strict confidence and not disclose it to any person or entity; and (ii) not use Confidential Information for the purpose developing or operating a business similar to a Galt Pharmaceuticals or competing against GPS or any of its franchisees or for any other purpose. The obligations of Recipient shall remain in force indefinitely or at least until such time as Recipient enters into a franchise agreement with GPS (in which case such franchise agreement shall supersede the terms of this agreement).

2. Notice. Recipient shall promptly notify GPS in writing of any loss or unauthorized disclosure of any Confidential Information. If Recipient is requested or required to disclose any Confidential Information due to a lawsuit or similar action, Recipient shall promptly notify GPS. Upon the request of GPS, or upon termination of the Proposed Opportunity (whichever occurs first), Recipient shall promptly deliver to GPS all documents and electronic files containing or constituting Confidential Information, without retaining any copies.

3. Disclaimer. GPS makes no promise regarding its future business relationship with Recipient, and nothing herein obligates GPS to enter into a franchise agreement with Recipient.

4. Dispute Resolution.

(a) The laws of the state of Georgia (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 4.

(b) Unless Recipient and GPS enter into a franchise agreement—in which case the Dispute Resolution provisions of such franchise agreement will govern this Agreement—for any legal proceeding between the parties the parties, Recipient and GPS agree that such proceeding will be brought in the United States District Court where GPS's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where GPS's headquarters is then

located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

5. Miscellaneous. This Agreement contains the entire agreement of the parties related to the subject matter hereof, provided that nothing contained herein shall be deemed to waive, supersede, or otherwise modify any other confidentiality or non-compete obligations of Recipient. GPS shall be entitled to specific performance and injunctive relief as remedies for any breach of this Agreement, in addition to all other remedies available at law or in equity. If any provision of this Agreement is invalid, void or unenforceable, the remaining provisions will continue in full force. No modification or release hereunder shall be effective except by means of a written instrument executed by the parties hereto.

Agreed to by:

RECIPIENT:

_____

Name: _____

Date: _____

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

State	Effective Date
California	
Illinois	
New York	
Virginia	

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 Galt Phranchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Galt Phranchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A). Galt Phranchise Systems, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Bharat "Barry" Patel and William Wade Smith, Jr.	3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339	(770) 661-1722

Issuance Date: April 6, 2026

I received a disclosure document dated April 6, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Form of Promissory Note
E. Financial Statements
F. Operating Manual Table of Contents
G. Current and Former Franchisees
H. State Addenda to Disclosure Document
I. State Addenda to Franchise Agreement
J. Sales Representative Agreement
K. Franchisee Acknowledgement
L. Confidentiality Agreement
State Effective Dates
Receipts

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy 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 Galt Phranchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Galt Phranchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A). Galt Phranchise Systems, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Bharat "Barry" Patel and William Wade Smith, Jr.	3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339	(770) 661-1722

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I. State Addenda to Franchise Agreement
J. Sales Representative Agreement
K. Franchisee Acknowledgement
L. Confidentiality Agreement
State Effective Dates
Receipts

Signature: _____
Print Name: _____
Date Received: _____

Return this copy to us--GALT PHRANCHISE SYSTEMS, LLC- 3350 Riverwood Parkway, Suite 1900, Atlanta, Georgia 30339