FRANCHISE DISCLOSURE DOCUMENT

	**MDH FRANCHISOR LLC** a Delaware limited liability company 1 Carter Road West Orange, NJ 07052 973-985-0739 www.mdhyperbaric.com

The franchise offered is for the development of a MD Hyperbaric Center franchised business (each a "MD Hyperbaric Center Franchise") that either (1) offers and sells Hyperbaric Oxygen Therapy products and services to customers under the MD Hyperbaric Center name and marks at a bricks and mortar location (each a "MD Hyperbaric Center Location"), or (2) offers and sells administrative services to medical practices and licensed healthcare professionals offering and providing Hyperbaric Oxygen Therapy products and services to customers under the MD Hyperbaric Center name and marks at a MD Hyperbaric Center Location.

The total investment necessary to purchase a single MD Hyperbaric Center Franchise ranges from $133,050 to $521,700. This includes $50,000 to $52,500 that must be paid to us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Christopher Neal at 1 Carter Road, West Orange, NJ 07052, telephone: 973-985-0739.

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, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: March 18, 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 Exhibits F and 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 H 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 MD Hyperbaric Center Franchise 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 MD Hyperbaric Center Franchise Franchisee?	Item 20 or Exhibits F and G list 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 litigation only in New Jersey. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in New Jersey than in your own state.

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

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

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

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.

DISCLOSURE DOCUMENT
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is MDH Franchisor LLC. To simplify the Disclosure Document, MDH Franchisor LLC is referred to as "MD Hyperbaric," "we," "us," or "our". "You" means the person or legal entity who buys the franchise rights, the Franchisee. If you are a corporation, limited liability company, partnership or any other type of legal entity, certain of the provisions of the Franchise Agreement (defined below) also will apply to, and be binding upon, certain of your owners (referred to as your "Principals"). We will require that one of your Principals speak for you (the "Controlling Principal") and that the Controlling Principal and certain of your Principals that we designate personally guarantee, and be personally bound by, some or all of your obligations under the Franchise Agreement.

The Franchisor

We are a Delaware limited liability company formed on November 22, 2023. Our principal place of business is 1 Carter Road, West Orange, NJ 07052. We do business under our corporate name and under our service trade names "MD Hyperbaric" and "MD Hyperbaric Centers". We do not do business or intend to do business under any other name. Our agents for service of process are listed in Exhibit A.

We do not directly own or operate any MD Hyperbaric Franchises or MD Hyperbaric Center Locations as of the date of this Disclosure Document. We began offering MD Hyperbaric Center Franchises in February 2024. As of the date of this Disclosure Document, we have sold 43 MD Hyperbaric Center Franchises, with 4 open MD Hyperbaric Center Location as of December 31, 2025. We have not offered franchises in any other line of business.

Our Parents, Predecessors and Affiliates

We are a wholly-owned subsidiary of our parent MD Hyperbaric Holding Inc., a Delaware corporation formed on August 30, 2023. We do not have any other parents or any predecessors required to be disclosed in this Disclosure Document. MD Hyperbaric Holding, Inc. shares our principal place of business at 1 Carter Road, West Orange, NJ 07052.

Our affiliate MDH Admin, LLC, a Delaware limited liability company formed on November 22, 2023, operates 1 company-affiliated MD Hyperbaric Center Location in New York, New York, which originally opened in 2021. We also have several affiliated joint ventures that are controlled by our executives and operate (or have in development) company-affiliated MD Hyperbaric Center Locations in Connecticut, New York, New Jersey and Texas.

None of these affiliates that own and operate company-affiliated MD Hyperbaric Center Location are suppliers to our franchisees, and none of them has offered franchises in any line of business.

The Franchise Offered

We offer franchises for the right to locate, own and operate a MD Hyperbaric Center Franchise that either offers and sells Hyperbaric Oxygen Therapy ("HBOT") products and services directly at a MD Hyperbaric Center Location or provides administrative services to medical practices or healthcare professionals that offer and sell HBOT products and services at a MD Hyperbaric Center Location, as further described below.

We must approve all leasehold improvements, furniture, fixtures, equipment (including Technology and Information Systems and Hyperbaric Chambers), signage, trade dress, HBOT supplies, products and items and other products and services that are used, offered or sold through MD Hyperbaric Center Franchises generally, including the MD Hyperbaric Center Franchise for which you will perform administrative services and/or operate ("Approved Items"), and certain of these items may be manufactured using our or our affiliates' proprietary methods, Trade Secrets or other Confidential Information, and designated as proprietary by us as further described in Item 8.

MD Hyperbaric Center Franchises will typically be located in or adjacent to a healthcare provider's existing medical practice or near a hospital in urban and suburban areas, preferably near large residential communities, office buildings and other commercial areas, and typically need approximately 700 to 1000 square feet.

MD Hyperbaric Center Franchises are characterized by a system (the "System") which includes development guidelines, opening guidelines, administrative services guidelines and/or operational guidelines, initial and ongoing training programs, business methods, designs, arrangements and Brand Standards for managing and/or operating MD Hyperbaric Center Franchises, MD Hyperbaric Center Administrative Services Businesses and MD Hyperbaric Centers, including those pertaining to site selection, conversion, construction, exterior and interior building design, layouts, leasehold improvements, furniture, fixtures, equipment, signage, trade dress, HBOT supplies and products and other products and services that are used, offered or sold through MD Hyperbaric Center Franchises generally, methods of inventory control and requirements and policies regarding personnel, accounting and financial performance, advertising and marketing programs and Technology and Information Systems, all of which Franchisor may improve, further develop or otherwise modify from time to time.

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark "MD Hyperbaric" and others we may authorize for use through MD Hyperbaric Center Franchises (the "Marks"). We expect to continue to improve and further develop the System and provide new information and techniques to all franchisees. You must operate your MD Hyperbaric Center Franchise according to the System.

We offer franchise agreements ("Franchise Agreements") which grant the right to develop and operate one MD Hyperbaric Center Franchise at a designated MD Hyperbaric Center Location within a designated area (the "MD Hyperbaric Center Franchise Territory") for an initial term of 10 years. Our form of Franchise Agreement is attached to this Disclosure Document as Exhibit B.

Depending on your qualifications and applicable local, state and federal laws and regulations, your MD Hyperbaric Center Franchise involves either direct operation of a MD Hyperbaric Center Location that offers and sells the Approved Items or a MD Hyperbaric Administrative Services Business.

Direct Operation of a MD Hyperbaric Center Location – In this structure, the MD Hyperbaric Center Franchise involves your direct operation of a MD Hyperbaric Center Location that offers and sells the Approved Items. If your MD Hyperbaric Center Franchise directly operates a MD Hyperbaric Center Location, the Gross Sales and revenues of your MD Hyperbaric Center Franchise will be generated from the sale of Approved Items to customers of the MD Hyperbaric Center Location. You may only enter into a Franchise Agreement to own and operate a MD Hyperbaric Center Location if: (i) you are a licensed medical professional; or (ii) you open the franchise in a state that permits individuals who are not licensed medical professionals to own and operate businesses offering Approved Items. You must directly hire your

own attorney to independently, evaluate, review, and advise you regarding whether you may or may not engage in the direct operation of a MD Hyperbaric Center Location.

MD Hyperbaric Center Franchise Administrative Services Business – In this structure, the MD Hyperbaric Center Franchise involves your ownership and operation of an administrative services business ("MD Hyperbaric Center Franchise Administrative Services Business") that provides administrative services, such as office space, equipment, and back office services (the "MD Hyperbaric Center Franchise and Administrative Services") to medical practices and licensed healthcare professionals authorized to offer and provide the Approved Items (referred to as "Authorized Care Providers") at the MD Hyperbaric Center Location. The Authorized Care Providers may form a professional entity, such as a professional corporation or professional limited liability company, if permitted under applicable state laws, that will own and operate the MD Hyperbaric Center Location that offers and provides the Approved Items. You will enter into an Administrative Services Agreement ("Administrative Services Agreement") with the Authorized Care Providers (or the professional entity) to provide them with the MD Hyperbaric Center Franchise and Administrative Services and we will authorize them to use the Marks at the MD Hyperbaric Center Location. The Authorized Care Providers will employ and control all healthcare professionals and provide the actual medical services required to be delivered at and through a MD Hyperbaric Center Franchise and the MD Hyperbaric Center Location. You may not provide any actual medical services, nor will you supervise, direct, control, or suggest to the Authorized Care Providers or its employees performing medical services, the manner in which the Authorized Care Providers provider or may provide medical services to their patients. If your MD Hyperbaric Center Franchise operates as a MD Hyperbaric Center Franchise Administrative Services Business, the Gross Sales and revenues of your MD Hyperbaric Center Franchise will be generated from administrative services and other fees paid to you by Authorized Care Providers for MD Hyperbaric Center Franchise and Administrative Services. Although your Administrative Services Agreement must be approved by us and although we provide a sample administrative services agreement (See, Exhibit J to this Disclosure Document), you must directly hire your own attorney to independently, evaluate, review, and ensure that your Administrative Services Agreement complies with all applicable laws, rules and regulations.

We do not currently offer an agreement that grants you the right to enter into multiple Franchise Agreements to construct, own and operate multiple MD Hyperbaric Center Franchises within a particular geographic area.

We typically require you to sign a confidentiality agreement with us before we begin material discussions with you regarding the franchise offering. Our form of confidentiality agreement is attached as Exhibit C. We may also require you to complete a franchise application and provide us with certain information and documentation regarding you and your Controlling Principals. Our form of franchise application is attached as Exhibit D.

Prospective MD Hyperbaric Center Franchisees are typically orthopedic surgeons or other doctors wanting to add HBOT to their existing practice, or non-medical professionals that wish to contract with physicians or physician practices to assist them in adding HBOT to their medical practice. Prospective MD Hyperbaric Center Franchisees must either be medical doctors or have an arrangement with a medical doctor that complies with applicable law.

MD Hyperbaric Center Franchisees or, if the MD Hyperbaric Center Franchise is a MD Hyperbaric Center Franchise Administrative Services Business, the medical practice they provide administrative services to, may offer and provide approved HBOT products and services to any potential Customer that enters into their MD Hyperbaric Center Franchise.

Market and Competition

The market for HBOT or other medical-related products and services is emerging and competitive. You will compete with a variety of HBOT or other health and wellness-related businesses (or related administrative services companies), from locally owned physician offices or larger national or chain businesses. These businesses may compete on the basis of factors such as price, service, location and quality. These businesses are often affected by other factors as well, such as changes in economic conditions, population and travel patterns.

Industry Specific Laws

The health and wellness services industry is heavily regulated in the United States by federal, state, and local governments. Key aspects of certain healthcare regulatory rules and regulations are outlined below for your reference; however, you should investigate and evaluate how all regulations and requirements specific to your MD Hyperbaric Center Franchise's geographic area, including but not limited to those listed above and below, apply and impact your business and operations. YOU ARE ADVISED TO CONSULT COUNSEL ABOUT ANY POTENTIAL IMPACT OF THESE LAWS AND REGULATIONS. Failure to comply with these laws may result in imposition of civil and/or criminal fines and penalties, exclusion from participating in federal or state healthcare programs, or potential reduction or termination of your rights under agreements with us or with third parties, including Authorized Care Providers.

CPOM Doctrine and State Medical Practice Laws

State laws and regulations vary from state-to-state and may significantly affect or restrict the operations of your MD Hyperbaric Center Franchise, regardless of whether your MD Hyperbaric Center Franchise directly operates the MD Hyperbaric Center Franchise or operates as a MD Hyperbaric Center Franchise Administrative Services Business. Certain of these state laws are discussed further below, however, you are responsible for investigating and evaluating applicable laws in the state in which your MD Hyperbaric Center Franchise will operate.

CPOM Rules – Many states restrict or prohibit ownership and control of medical practices by lay persons or corporations. These restrictions are commonly referred to as the corporate practice of medicine ("CPOM") doctrine. A state's CPOM doctrine can include a wide range of restrictions such as prohibiting a lay person or corporation from owning a medical practice or business that holds itself out as providing medical services, employing a physician, collecting professional fees related to the physician practice, serving in management positions of a physician practice, or engaging in certain activities, such as controlling or directing the hiring or firing of clinical personnel, setting fee schedules, or controlling scheduling of patients or providers. CPOM restrictions may determine whether you can directly operate a MD Hyperbaric Center Franchise or whether you must operate a MD Hyperbaric Center Franchise Administrative Services Business. Some states (such as Oregon) also impose restrictions on the structure of certain physician/management services organization relationships. Regardless of whether your MD Hyperbaric Center Franchise directly operates a MD Hyperbaric Center Franchise or operates as a MD Hyperbaric Center Franchise Administrative Services Business, under no circumstance shall a lay person (including you as an owner, if unlicensed) administer, control, influence, or direct the supervision, administration, delivery or performance of medical or other services required to be performed by an Authorized Care Provider.

Fee Splitting – Many states also restrict or prohibit a lay person or corporation from splitting or sharing the professional fees received in connection with the provision of professional medical services by Authorized Care providers. These regulations may restrict or limit the flow of funds between the medical practice or Authorized Care Providers and third parties (including the entity providing administrative services services). For example, these laws may prohibit compensation that is based on a percentage of revenues of the medical practice or otherwise restrict or limit the compensation structure or arrangements with non-medical entities and individuals and classify such arrangements as illegal fee splitting or improper payments to induce or reward the referral of patients.

Scope of Practice, Delegation and Supervision – State laws and licensing board regulations and guidelines may also impact whether a licensed professional is required to perform certain activities or procedures, the type of activities and procedures the licensed professional may perform, how many individuals a physician may supervise and how that supervision and delegation must occur. For example, states may require certain providers, such as a physician, nurse practitioner (subject to appropriate supervision), or physician assistant (subject to appropriate supervision) to perform the initial evaluation and diagnosis for a customer of the MD Hyperbaric Center Franchise and/or to order certain treatment or procedures, including HBOT.

Licensing and Notifications – Depending on the nature and structure of the healthcare business, some states may have licensing or registration requirements for the medical practice or its location. In addition, some states (such as California, Indiana, Massachusetts, Minnesota, Nevada, New Mexico, Oregon, and New York) have imposed or are considering laws requiring disclosure and/or approval of certain transactions involving healthcare entities, which may include entering into administrative services agreements with organizations providing administrative services similar to the services provided by a MD Hyperbaric Center Franchise Administrative Services Business. You must consult with your own attorney to determine what licensing and other notification or approval requirements apply to you.

Telehealth – To the extent an MD Hyperbaric Center Franchise offers telehealth or remote care services, a variety of federal, state, and local healthcare regulations may apply. These regulations may include, but are not limited to, requirements for obtaining valid informed consent from patients prior to the delivery of telehealth services, which may necessitate specific disclosures regarding the nature, risks, and limitations of remote care. Practitioners providing telehealth services must hold appropriate professional licenses in each jurisdiction where the patient is located at the time of service. Additionally, the collection, transmission, and storage of patient health information through telehealth platforms must comply with applicable privacy and security requirements, including to the extent applicable, those imposed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and analogous state privacy laws. Telehealth services may be subject to state-specific regulations governing reimbursement, prescribing practices, technology standards, and the establishment of valid provider-patient relationships. Regulatory requirements applicable to telehealth are evolving and vary significantly by jurisdiction. You are strongly encouraged to consult with qualified legal and healthcare compliance professionals to assess relevant obligations prior to offering any telehealth or remote care services.

Fraud and Abuse Regulations

Federal Anti-Kickback Statute -The Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b) is a criminal statute that prohibits any person from knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any discount, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to any person, in return for or to induce such person to: (1) refer an individual to a person for the furnishing or arranging for the furnishing of an item or service for which payment may be made in whole or in part under Medicare, Medicaid, TRICARE or any other Federal Health Care Programs (as defined by

42 U.S.C. § 1320a-7b(f)); or (2) purchase, lease, order or arrange for or recommend the purchasing, leasing or ordering of any good, facility, service or item for which payment may be made in whole or in part under any Medicare, Medicaid, TRICARE or any other Federal Health Care Programs. The Federal Anti-Kickback Statute has been broadly interpreted to cover any arrangement where just one purpose of the remuneration is to induce or reward the referral of patients or generate Federal Health Care Program business. Remuneration includes anything of value, not just payment of money.

The U.S. Department of Health and Human Services Office of Inspector General ("OIG") has enacted certain "safe harbors" to protect those transactions it deemed unlikely to result in abuse of the Medicare program. Transactions that satisfy every element of a particular safe harbor are protected and will not be considered to violate the statute. Failure of an arrangement to meet every element of a safe harbor does not render the arrangement per se illegal, but the arrangement will be subject to scrutiny by the OIG. Although elements of the safe harbors vary, a common and important element is to ensure that any compensation paid is consistent with fair market value for items or services actually provided and is not determined in a manner that takes into account the volume or value of referrals or other business generated between the parties.

While the HBOT and other services the MD Hyperbaric Center Franchise (or the MD Hyperbaric Center Franchise that is managed by a MD Hyperbaric Center Franchise Administrative Services Business) offers may not be reimbursed by Federal Health Care Programs, many states have similar anti-kickback statutes and/or have incorporated the federal safe harbors, so it is important to understand and be aware of this statute and its regulations. Further, as discussed below, activities that may violate the Federal Anti-Kickback Statute may be prosecuted under other mechanisms, such as the Federal Travel Act.

Federal Stark Law – The Physician Self-Referral Law, commonly referred to as the "Stark Law," prohibits physicians from referring patients for certain "designated health services" payable by Medicare or Medicaid to entities with which the physician or an immediate family member of the physician has a financial relationship, unless an exception applies. The Stark Law is a strict liability statute, which means specific intent to violate the law is not required. While HBOT services may not be designated health services (e.g., if there is no reimbursement from Medicare or Medicaid), the Stark Law may still have implications for physicians and their practices if any other services an Authorized Care Provider renders are designated health services.

Federal Travel Act- Federal prosecutors have recently used the Travel Act to transform violations of state commercial bribery laws into violations of federal law. The Travel Act generally provides that it is a federal crime to engage in interstate commerce with the intent to promote or carry on any unlawful activity – which includes violation of a state bribery law, such as those addressing improper payments in connection with patient referrals.

Disclosure Law - Some states require that physicians make certain disclosures to their patients regarding their affiliation with a person or entity if they will receive, directly or indirectly, remuneration for securing or soliciting the patient.

Commercial Bribery Statute – Some states have a commercial bribery statute that applies regardless of payor source. Typically, a person commits an offense if he or she intentionally or knowingly solicits, accepts, or agrees to accept any benefit from another person on agreement or understanding that the benefit will influence the conduct of the fiduciary in relation to the affairs of his or her beneficiary. A "fiduciary" may include a physician or other healthcare provider.

State Anti-Kickback and Self-Referral Statutes – Most states have their own anti-kickback statutes, and some have self-referral prohibitions. These statutes can be broader than their federal counterparts and can apply regardless of the payor (i.e., regardless of whether any Federal Health Care Program beneficiaries are involved). Further, while HBOT would not be considered "designated health services" for purposes of the federal Stark Law (unless provided in a certain setting and used to treat certain specific conditions), some states have self-referral prohibitions that can broadly apply regardless of payor.

Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and State Health Information Privacy Laws

HIPAA and state health information privacy laws protect the privacy and security of health information and may impose requirements on your ability to use, disclose, collect, share, store, transmit and retain this information. You must consult with your own attorney to determine whether HIPAA and other state health information privacy laws apply to you and what you must do to comply.

Advertising and Promotion and Sale of Medical Devices and Equipment

There are extensive federal, state and local laws, rules and regulations that regulate the type of marketing and advertising that you may or may not engage in as to the products and services offered by a MD Hyperbaric Center Franchise, the results that a customer seeking services from a MD Hyperbaric Center Franchise may or may not achieve, whether or not the Approved Items are authorized, cleared and/or approved by any government agency or authority, and the Authorized Care Provider(s) that may or may not be administering, supervising and/or performing the Approved Items. In addition, state and federal regulations relating to medical devices and equipment may apply, such as the Federal Food, Drug, and Cosmetic Act and equivalent state statutes. Certain state statutes may require registration or licensing related to distribution of medical devices and equipment. You must consult with your own attorney to ensure that the marketing and promotion of your MD Hyperbaric Center Franchise, its services, and the underlying MD Hyperbaric Center Franchise complies with all applicable laws, rules and regulations.

General Business Laws

You will also be subject to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of your MD Hyperbaric Center Franchise.

Many of the laws that apply to business generally, like the Americans with Disabilities Act, federal wage and hour laws, and the Occupation, Health and Safety Act, also apply to medical-related businesses. Your MD Hyperbaric Center Franchise will also be subject to compliance with applicable zoning, land use and environmental regulations as well as federal and state minimum wage laws governing such matters as working conditions, overtime and tip credits and other employee matters.

We recommend that you check with your state and local agencies to determine which laws apply to the operation of a MD Hyperbaric Center Franchise in your area. You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2
BUSINESS EXPERIENCE

Christopher Neal, Chief Executive Officer

Christopher has served as our Chief Executive Officer since October 2023, based in Austin, Texas from October 2023 through November 2024 and since December 2024 in West Orange, New Jersey. From October 2019 to October 2023, Christopher served as Head of Operations of Restore Hyper Wellness in Austin, Texas.

Dr. Martin J. O'Malley, Managing Member and Vice President

Martin has been our managing member and Vice President since October 2023, based in New York, New York. Dr. O'Malley also serves as an Attending Orthopedic Surgeon at Hospital for Special Surgery and has his own private practice in New York, New York, and has done so since 1993.

Mark Wiseman, Managing Member and President

Mark has been our managing member and Vice President since October 2023, based in New York, New York. Mark has also concurrently served as a Senior Advisor for Lazard Inc. since June 2021 in New York, New York, From July 2020 to December 2023, Mark was served as the Chair of Board of Alberta Investment Management Corporation in New York, New York.

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

Franchise Agreement

Initial Franchise Fee

The initial franchise fee is $50,000 for each MD Hyperbaric Center Franchise and is payable in full when you sign the Franchise Agreement. The initial franchisee is fully earned and is not refundable under any circumstances. During our 2025 fiscal year, we sold several franchises for a reduced initial franchise fee of $40,000 for each MD Hyperbaric Center Franchise.

Initial Training and Opening Assistance Fees and Reimbursements

We do not charge you any fee for our providing of initial training to 4 trainees (defined as your Training Team in Item 11), but if you send more persons to be trained or require additional training beyond our standard initial training program we reserve the right to charge you additional training fees (currently $250 per day per person, plus our actual out-of-pocket expenses, but never more than $500 per day per person, plus our actual out-of-pocket expenses).

We estimate the amount of any such initial training and opening assistance fees and reimbursements payable to us to range from $0 to $2,500.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (1) (2)	8% of Gross Sales. Subject to adjustment and to alternative fixed fee royalty structure (the Fixed Fee Royalty) detailed in Note 2.	Payable every Accounting Period by automatic debit from your account on the 2nd day following each Accounting Period with respect to your Gross Sales for the preceding Accounting Period.	"Accounting Period" means each calendar month or such other period as we designate. We may change the Accounting Period on 30 days' written notice to you, but it will not be shorter than a calendar week or longer than a calendar month. You must adopt our fiscal year. "Gross Sales" means the aggregate of all revenue and income from whatever source derived, whether or not collected by you and whether it is in the form of check, cash, credit or otherwise, arising out of, in connection with or relating to your MD Hyperbaric Center Franchise, and, if applicable, the MD Hyperbaric Center Franchise Administrative Services Business, including, without limitation, (a) income from the sale of any Approved Items sold to Customers; (b) income from any other types of products sold or services provided; and (c) all proceeds from any business interruption insurance, but excluding (i) all refunds, cancellation fees and discounts made in good faith to a Customer; (ii) any sales, goods and services and equivalent taxes which are collected by you for or on behalf of any governmental or other public body and actually remitted to such body; (iii) tips paid by Customers to MD Hyperbaric Center Franchise personnel; and (iv) the

Type of Fee	Amount	Due Date	Remarks
			value of any gift card, coupon, voucher or other allowance authorized by us and issued or granted to Customers of your MD Hyperbaric Center Franchise or the MD Hyperbaric Center Franchise that is managed by your MD Hyperbaric Center Franchise Administrative Services Business which is received or credited by you in full or partial satisfaction of the price of any Approved Items offered in connection with your MD Hyperbaric Center Franchise or the MD Hyperbaric Center Franchise managed by your MD Hyperbaric Center Franchise Administrative Services Business. See Note 2 for information on the potential for a Fixed Fee Royalty.
Local Ad Expenditure	Currently 1% of Gross Sales, but we reserve the right to require a Local Ad Expenditure of up to 4% of Gross Sales, which may be payable to us and reimbursed to you on proof of expenditures or to be spent directly by you on approved local advertising expenditures	As incurred, but to be reported to us on or before the 10th day after each calendar month with respect to Local Ad Expenditures for the preceding calendar month.	We reserve the right to allocate up to 4% of your Gross Sales between spending on the Local Ad Expenditure, payment of the Advertising Fee, making of Ad Fund contributions and/or making of Area Cooperative contributions, but you will never be required to spend more than 4% of Gross Sales in the aggregate on such advertising-related fees or expenditures.
Advertising Fee	Currently 2% of Gross Sales, but we reserve the right to require payment of an Advertising Fee up to 4% of Gross Sales	Payable every Accounting Period by automatic debit from your account on the 2nd day following each Accounting Period with respect to your Gross Sales for the preceding Accounting Period.	We reserve the right to allocate up to 4% of your Gross Sales between spending on the Local Ad Expenditure, payment of the Advertising Fee, making of Ad Fund contributions and/or making of Area Cooperative contributions, but you will never be required to spend more than 4% of Gross Sales in the aggregate on such advertising-related fees or expenditures..
Ad Fund Contributions	Currently 0%, but we reserve the right to create an Ad Fund and require you to contribute up to 4% of Gross Sales	Payable every Accounting Period by automatic debit from your account on the 2nd day following each Accounting Period with respect to	We do not yet have an Ad Fund. We reserve the right to create an Ad Fund on written notice to you, and then allocate up to 4% of your Gross Sales between spending on the Local Ad Expenditure, payment of the Advertising Fee, making of Ad Fund contributions and/or making

Type of Fee	Amount	Due Date	Remarks
		your Gross Sales for the preceding Accounting Period.	of Area Cooperative contributions, but you will never be required to spend more than 4% of Gross Sales in the aggregate on such advertising-related fees or expenditures.
Area Cooperative Contributions	Currently 0%, but we reserve the right to create an Area Cooperative in your market and require you to contribute up to 4% of Gross Sales to the Area Cooperative	Payable as we determine with input from the Area Cooperative.	We reserve the right to allocate up to 4% of your Gross Sales between spending on the Local Ad Expenditure, payment of the Advertising Fee, making of Ad Fund contributions and/or making of Area Cooperative contributions, but you will never be required to spend more than 4% of Gross Sales in the aggregate on such advertising-related fees or expenditures.
Grand Opening Ad Expenditure	Up to $2,500	As incurred.	You must expend the Grand Opening Ad Expenditure amount to promote your MD Hyperbaric Center Franchise during the period beginning 30 days before the opening of your MD Hyperbaric Center Franchise and ending 30 days after your MD Hyperbaric Center Franchise has opened.
MD Hyperbaric Center Franchise Technology Fee	An annual amount we set for each calendar year based on our then current estimated costs payable in installments each Accounting Period; currently $250 per Accounting Period per MD Hyperbaric Center Franchise, but never more than $1,000 during the initial term of your Franchise Agreement.	Payable within 5 days of the end of every Accounting Period with respect to your Gross Sales for the preceding Accounting Period.	The MD Hyperbaric Center Franchise Technology Fee is for technology-based innovation expenditures that we deem valuable investments for the MD Hyperbaric System, which may include new Technology and Information Systems, the MD Hyperbaric Operating System, mobile training and management and/or operational performance software, cloud-based franchise-management solutions, IT phone support and database maintenance, digital marketing, online ordering and loyalty subscriptions, iPad mobile device management, and e-learning solutions loyalty programs, Customer surveys and other management and/or operational functions for your MD Hyperbaric Center Franchise. Among other things, the MD Hyperbaric Center Franchise Technology Fee currently pass for your WebPT costs.
Convention Fees	Set before each convention or meeting based on anticipated	Upon demand.	Payable to offset a portion of our costs in organizing and holding annual or other periodic conventions or meetings.

Type of Fee	Amount	Due Date	Remarks
	actual costs, but never more than $1,000 per convention during the initial term of your Franchise Agreement.		
Maintenance and Alteration	As needed to your MD Hyperbaric Center Franchise, but never more than $250,000 during the initial term of your Franchise Agreement.	Work to be done within 60 days of notice from us.	Paid to third parties in amount and at times agreed on with third party
Transfer Fee	$10,000	Before consummation of transfer.	Payable when you sell the assets of your franchise or a controlling ownership interest in the franchise or when you sell all of your development rights or a controlling interest in yourself.
Successor Fee	$20,000	On entering into a successor franchise agreement, on expiration of the Franchise Agreement.	The successor fee is in addition to any MD Hyperbaric Center Franchise upgrade costs that may be required.
Additional Persons at Initial Training	If you desire additional persons to attend our orientation and management and/or operations training, a fee for each additional person is due us. Currently, an amount equal to personnel's travel expenses and room, board and wages, but never more than $1,000 per person per day.	Before or at beginning of initial training for the additional or replacement Training Team participant.	Payable to us only if you request additional trainees be permitted to attend and we consent, or if you have replacement trainees.
Required Education/ Training Programs	If we require your attendance at education programs/training sessions sponsored or held by us, we may charge you a fee for such attendance not to exceed $1,000 per person per day.	Before or at beginning of said program/seminar.	Payable to us or seminar/ training program sponsor.
FF&E Upgrades	An amount determined by us or your third-party suppliers based on your	As incurred.	We may require you to incorporate new or upgraded furniture, fixtures and equipment into the MD Hyperbaric Center

Type of Fee	Amount	Due Date	Remarks
	satisfying our then current furniture, fixtures and equipment standards, but never more than $500,000 during the initial term of your Franchise Agreement.		Franchise periodically based on our then current minimum standards.
Site Evaluation Reimbursement	Reimbursement of our costs, including travel and lodging expenses (if needed) and a per diem charge for salaries (currently $250 per person per day, but never more than $500 per person per day).	On demand.	The first site evaluation we make is free. You must pay for all other on-site evaluations of proposed sites.
Prospectus Review Fee	Reimbursement for our actual costs, but never more than $5,000 per review during the initial term of your Franchise Agreement.	As incurred.	Payable if you or your Principals go public or raise monies through a stock prospectus.
Indemnification Costs	Reimbursement of defense costs we incur and payment of judgments against us arising from your conduct.	After notice from us.	Only applies if a claim is made against us based on your conduct.
Enforcement Costs	Our actual costs.	On demand.	Payable only if we incur fees and costs to enforce the Franchise Agreement after your breach.
Audit and inspection costs	Our actual costs.	On demand.	We have the right to audit or inspect your MD Hyperbaric Center Franchise, and charge you our costs if you are not in compliance or we have to re-audit or re-inspect to confirm compliance after a default.
Reimbursement of Insurance Costs	Actual cost of premiums on required insurance we pay on your behalf (or on behalf of your Authorized Care Providers, if applicable), estimated to range from $2,500 to $10,000 per month.	Immediately on notice from us.	Only applies if you fail to obtain required insurance and we elect to pay the premiums for your insurance.
Interest and Late Payments	1.5% of past-due amounts per calendar month or	Immediately on receipt of claim from us.	Applies only on past-due amounts.

Type of Fee	Amount	Due Date	Remarks
	any lesser amount under applicable law (varies by state); also our actual collection costs.		Note: 10% per annum is the highest interest rate allowed in California.
Non-Compliance Fees	$1,000 to $4,000 per contractual deviation or default.	When billed.	Due if you deviate from any contractual requirement, including Brand Standards. Non-Compliance Fees compensate us for administrative and management costs, not for our damages due to your default. The fee is $1,000 for the first violation, $2,000 for the first repeat violation, and $4,000 for second and each subsequent repeat violation on one or more consecutive, subsequent visits to your MD Hyperbaric Center Franchise.
Liquidated Damages for Early Termination (Franchise Agreement)	An amount equal to the average of the Royalty Fees paid (or payable) over the past 12 months times the lesser of 24 or the number of full calendar months remaining in the term of the Franchise Agreement at the time of termination.	Within fifteen days of demand.	Payable if we terminate your Franchise Agreement for cause, or if you terminate without satisfying your conditions for termination.
Liquidated Damages for Breach of Post-Termination Obligations (Franchise Agreement)	200% of the Continuing Fees that you would otherwise have been obligated to us with respect to your MD Hyperbaric Center Franchise if still a franchisee.	Within fifteen days of demand.	Payable if you breach your post-termination obligations after the expiration or earlier termination of the Franchise Agreement.
Liquidated Damages for Breach of Non-Competition Covenant (Franchise Agreement)	A monthly fee equal to 15% of the competing businesses' revenues.	Within fifteen days of demand.	Payable if you breach your noncompetition covenants.

Notes:

1. Except as otherwise indicated above, all fees and expenses described in this Item 6 are uniformly imposed by, and payable to, us and are non-refundable. Except as listed above, there are no other fees under Franchise Agreements due or payable to us, or which we impose or collect in whole or in part on behalf of any third party.

2. If any Applicable Laws prohibit and/or invalidate your payment of Royalty Fees based on Gross Sales related to services and/or products related to and/or associated with services performed by and/or administered by an Authorized Care Provider and/or the MD Hyperbaric Center Franchise, then we, at our election and in our sole discretion, may either: (a) increase the percentage of the Royalty Fee, as applied to the permissible portion of the Gross Sales that is not otherwise restricted or prohibited, to a rate determined by us so that the net dollar amount of the Royalty Fees paid by you to us is not more than the Royalty Fees that we would have received had Applicable Laws not prohibited your payment of Royalty Fees based on Gross Sales related to a restricted activity (maximum Royalty Fee of 8% times the total of Gross Sales related to unrestricted activities plus Gross Sales related to unrestricted activities); or (b) modify the Royalty Fee to a fixed fee Royalty Fee, which will range from a minimum of $4,500 to a maximum of $8,500 per Accounting Period, to be charged to and paid by Franchisee to Franchisor in accordance with the following chart for the Fixed Royalty Fee:

Accounting Periods	Dollar Amount per Accounting Period*
1 to 12	$4,500
13 to 24	$5,500
25 to 36	$6,500
37 to 48	$7,500
49 to 60	$8,500
61 to 72	$8,500
73 to 84	$8,500
85 to 96	$8,500
97 to 108	$8,500
109 to 120	$8,500

*If Franchisor adjusts the Accounting Period in accordance with its rights under the Franchise Agreement, the Dollar amount will be increased or decreased to equate to an approximate prorata dollar amount applicable for the current duration of the Accounting Period. For example purposes only, if the Accounting Period was changed to a calendar week (i.e., approximately a 1 to 4 change), the low fixed Royalty Fee in the above chart would be $1,125 and the high fixed Royalty Fee in the above chart would be $2,125.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Made
Initial Franchise Fee[(1)]	$50,000	As arranged	On Signing of the Franchise Agreement	Us
Real Property/Site Lease[(2)]	$2,300 to $3,200	As arranged	As agreed	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Made
Design/Planning	$5,000 to $18,000	As arranged	As arranged	Contractor/ Architect
Leasehold Improvements[3]	$12,500 to $40,000	As arranged	As agreed	Contractor/ Architect
Furniture, Fixtures, and Equipment[4]	$3,500 to $307,000	As arranged	As agreed	Vendors
Smallwares and Opening Inventory[5]	$0 to $1,000	As arranged	As agreed	Vendors
Signage [6]	$5,000 to $7,500	As arranged	As agreed	Vendors
Soft Costs[7]	$1,000 to $5,000	As arranged	As agreed	Vendors
Insurance[8]	$5,250 to $14,500	As arranged	As agreed	Insurance Company
Computer System and Software[9]	$1,500 to $5,000	As arranged	As agreed	Vendors
Initial Training and Opening Assistance Costs and Reimbursements[10]	$7,500 to $15,000	As arranged	Before training	Us and Vendors
Security and Utility Deposits[11]	$500 to $3,000	As arranged	As agreed	Vendors and Utility Companies
Business Licenses[12]	$1,000 to $10,000	As arranged	As agreed	Licensing Authority
Grand Opening Ad Expenditure[13]	$0 to $2,500	As arranged	As agreed	Service Providers
Additional Funds – 3 months[14]	$38,000 to $40,000	As arranged	As Agreed	Vendors
TOTAL FOR A SINGLE FRANCHISE AGREEMENT [15] [16]	**$133,050 to $521,700 (excludes costs for the purchase of land)**			

Explanatory Notes

**None of the amounts in the above chart are refundable once paid to us or third parties.

1. Initial Franchise Fee. The initial franchise fee is $50,000 for each MD Hyperbaric Center Franchise and is payable in full when you sign the Franchise Agreement. The initial franchisee is fully earned and is

not refundable under any circumstances.

2. Site Lease. Preferred locations for the MD Hyperbaric Center Locations are in medical office buildings near hospitals in heavily-populated urban and suburban areas. We expect the MD Hyperbaric Center Franchise will either be a part of an existing medical practice with additional space to add the MD Hyperbaric Center Franchise or you will find a site near an existing medical practice. We expect you will lease the premises for the MD Hyperbaric Center Location in either instance. The cost of leasing real estate will vary, depending on location and other factors. The low number estimates initial lease acquisition costs and lease payments for a period of 4 months (consisting of 1 month before your anticipated opening and then an additional 3-month period) for a typical, small to medium sized MD Hyperbaric Center Location located in a suburban area. The high number estimates initial lease acquisition costs and lease payments for a period of 4 months (consisting of 1 months before your anticipated opening and then an additional 3-month period) for a larger sized MD Hyperbaric Center Location located in an urban area with a drive-thru.

We do not typically recommend that you purchase the land and building for your MD Hyperbaric Center Location. If you purchase land and/or a building, your cost will be substantially higher, and will vary depending on the market for real estate in your area. We do not provide any cost estimates for the purchase of land and/or the building for your MD Hyperbaric Center Location.

3. Leasehold Improvements. The MD Hyperbaric Center Location will be established in accordance with our current MD Hyperbaric Center Location designs. Building costs for our current in-line or end-cap MD Hyperbaric Center Location designs are expected to range from $0 to $30 per square foot (taking into consideration a typical range of $0 to $30 in landlord contributions per square foot), depending on whether you build out an existing premise or undergo new construction, and will vary by building size. Our current MD Hyperbaric Center Location design consists of approximately 650 to 1,000 square feet of interior MD Hyperbaric Center Location, and that your lessor will provide a shell MD Hyperbaric Center Location that includes, at a minimum, a level concrete floor suitable for floor covering, demising walls, and air-conditioning, electricity, gas, sewers, bathroom facilities, and water and plumbing suitable for a retail business. Among other things, you will probably need to arrange for the following items to meet our standard plans and specifications: proper wiring and plumbing, floor covering, wall covering, partitions, lighting and fixtures, storefront modifications, painting, cabinetry, and the like. Costs will vary depending upon various factors, including: the existence of a drive-thru; the geographic location of your business; the size of the premises; the availability and cost of labor and materials; and the condition of the premises and the work that the lessor will do as a result of the lease negotiations. Lessors may, instead of constructing or installing some of the improvements itself, provide you with credits towards your future rent payments and/or a tenant improvement allowance. The lower amount assumes a smaller MD Hyperbaric Center Location within our design parameters in a suburban area and the higher amount assumes a larger MD Hyperbaric Center Location within our design parameters in an urban area without your landlord contributing to your build-out.

4. Furniture, Fixtures and Equipment. The furniture, fixtures and equipment costs are based on the current costs charged by our suppliers and vendors for the required or approved furniture, fixtures and equipment set forth in our Brand Standards for the buildout of the MD Hyperbaric Center Location, including (without limitation) HBOT Chambers, sitting area equipment, stereo, various trade dress and décor items, small wares, and other fixtures, furnishings and equipment. This estimate also includes the cost of your office furniture, filing cabinet and miscellaneous office supplies, and equipment for the MD Hyperbaric Center Location. The low number anticipates that you will be financing your HBOT Chambers, and the high number anticipates that you will be purchasing your HBOT Chambers. We do not currently purchase or resell the required or approved furniture, fixtures and equipment to you, but we may do so in

the future.

5. Smallwares and Opening Inventory. Smallwares include linens and other minor décor items. They do not include furniture, fixtures and major equipment. Opening inventory consists of your initial order of HBOT medical supplies plus disposables, chemicals, cleaning supplies, uniforms, gift cards and other promotional materials, merchandise and supplies. You may not incur any smallwares or opening inventory costs if your MD Hyperbaric Center Franchise is located in an existing medical practice containing these items. Please see Items 5 and 8 for additional details.

6. Signage. Your signage costs will depend on your location, and whether you have architectural, municipal or lease restrictions on the signage you can use at your MD Hyperbaric Center Location. In all cases, you are required to meet or exceed our specifications for your signage unless you are restricted by local ordinance from meeting our specifications.

7. Soft Costs. Soft costs include permits; utility connection or "tap" fees plus all other fees imposed by federal, state, and/or local jurisdiction and which are necessary to obtain certificate of occupancy; architecture fees; meeting costs; title reports; legal services; soil analysis; printing of plans; and ancillary items.

8. Insurance. You must carry insurance as required in the Franchise Agreement. The amount in the table represents our best estimate of the premiums required for commercial general liability, professional liability (if applicable), employee benefits liability, property, workers' compensation and umbrella liability insurance during a MD Hyperbaric Center Franchise's first year of operation. However, your costs may vary from those described in the table. Your insurance costs may vary if you directly operate your MD Hyperbaric Center Location or if you operate a MD Hyperbaric Center Franchise Administrative Services Business. If you operate a MD Hyperbaric Center Franchise Administrative Services Business, we expect your Authorized Care Providers to also obtain and maintain the same minimum types and levels of insurance, including specifically professional liability insurance.

9. Computer System and Software. Computer System and Software covers all of the initial components of our required Technology and Information Systems, including a laptop computer, printer and router that will run our Technology and Information Systems. See Items 8 and 11.

10. Initial Training and Opening Assistance Costs and Reimbursements. The amounts shown first include the estimated cost of travel, lodging, meal and incidental expenses for your Controlling Principal/Authorized Care Provider, General Manager and up to two other technicians to attend our required initial training program. This program will include online training that can be viewed from any secure location, and does not generally require any travel or lodging. See Item 1. Your expenses will vary depending on the number of trainees that attend the initial training program and any type of travel or lodging. See Items 5 and 11. We do not currently provide on-site assistance in connection with the opening of your first MD Hyperbaric Center franchise. However, at our discretion, we may provide such assistance for a fee covering our associated costs, including travel, lodging, meals, and wages. Any assistance for additional MD Hyperbaric Center franchises is subject to our approval and availability. The amounts shown also include the estimated reimbursement costs you will pay to us for our opening assistance if we provide opening assistance to you in connection with the opening of your first MD Hyperbaric Center Franchise. Opening assistance reimbursement costs are fully earned and not refundable under any circumstances.

11. Security and Utility Deposits. Security and utility deposits include estimated deposits for leased premises and equipment, telephone service and other utilities. The estimate in the chart above includes your

first month's rent payment, security deposits and utility deposits (for example, telephone, electricity, gas and water). We have assumed the security deposit to your landlord will equal one month's rent, although this may vary from landlord to landlord. The estimates assume that rent commences upon the MD Hyperbaric Center Location's opening. You, however, will need to lease a MD Hyperbaric Center Location in advance to build-out the MD Hyperbaric Center Location. You may of course attempt to negotiate an abatement from the lessor for this period.

12. Business Permits and Licenses. The range given provides our best estimate of the costs you will incur for business permits and miscellaneous deposits, excluding utility deposits which are included elsewhere herein.

13. Grand Opening. Unless we decide that a grand opening is not needed, you must submit your grand opening advertising budget to us for approval at least 45 days before spending the Grand Opening Ad Expenditure. You must submit proof of the Grand Opening Ad Expenditure upon our request.

14. Additional Funds. Additional funds include expenses for wages, occupancy costs, professional expenses and other recurring expenses before the opening of the MD Hyperbaric Center Franchise, and during the first three months the MD Hyperbaric Center Location is open and operating. The estimate assumes that you will employ an attorney to help you negotiate your lease for the MD Hyperbaric Center Location. In addition, you may choose to employ an attorney, accountant, and other consultants to help you evaluate our franchise offering and your establishment of a new business, and in obtaining all required permits and licenses to establish and operate the MD Hyperbaric Center Franchise. In addition, you may also form a corporation or other business entity to operate the business.

15. Total for a single Franchise Agreement. This total is an estimate of your initial investment and the expenses you will incur during the first three months the MD Hyperbaric Center Location is open and operating. As stated in Note 2, we have not included any real estate purchase costs. In compiling this chart, we relied on the experience of our affiliate's and personnel developing and operating multiple MD Hyperbaric Centers in various states beginning in New York in 2021 and franchising multiple MD Hyperbaric Centers beginning in 2024. The amounts shown are estimates only and may vary for many reasons including the capabilities of your management team, and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

16. Financing. Neither we nor our affiliates finance any part of the initial investment or the expenses you will incur. See Item 10.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must expend the Grand Opening Ad Expenditure of up to $2,500 during the 30 days before and 30 days after the scheduled opening date of the MD Hyperbaric Center Franchise for an initial opening advertising and promotion program to be conducted in accordance with our standards. You must submit the grand opening advertising budget to us for approval at least 45 days before expending the Grand Opening Ad Expenditure. The Grand Opening Ad Expenditure will be paid directly to the applicable service providers and not to us. You must submit proof of payment of the Grand Opening Ad Expenditure on our request.

The corporate practice of medicine doctrine restricts layperson-franchisees from determining the medical

equipment and supplies to be used in the operation of the MD Hyperbaric Center Franchise. See Item 1. However, to the fullest extent available under Applicable Laws, you must develop your MD Hyperbaric Center Franchise Location, acquire furniture, fixtures, equipment, signage and construct and finish out leasehold improvements for the MD Hyperbaric Center Location according to the standards and specifications established by us ("Brand Standards"), and as contained in the Franchise Agreement and Brand Standards Manual. We may modify the standards and specifications occasionally. We will promptly notify you of any such modifications to the Brand Standards, generally via system memoranda to all franchisees and in the future we may do so electronically via a system intranet. We formulate and modify these Brand Standards based on research, industry trends and our general business plan.

Additionally, you must maintain your MD Hyperbaric Center Franchise Location, leasehold improvements, furniture, fixtures, equipment, signage and trade dress used in the MD Hyperbaric Center Location in good order and repair, and you must promptly replace your leasehold improvements, furniture, fixtures, equipment, signage and trade dress as they become worn, damaged, obsolete, out of style or mechanically impaired and when offered or applicable, enter into preventative maintenance programs as further described in the Brand Standards Manual.

The purpose of these requirements is to establish quality control standards for the items used, offered and sold in MD Hyperbaric Center Franchises and to protect, maintain and promote the product and service consistency, reputation and goodwill of MD Hyperbaric Center Franchises.

You must use, offer and sell only Approved Items that meet or exceed the Brand Standards we specify, purchase or obtain them from an approved source that we designate (which may be us or our affiliates), and exclusively use, offer and sell only Approved Items that we designate. Likewise, you must purchase or obtain Approved Items only from approved suppliers we designate or approve from time to time.

As of the date of this Disclosure Document, we consider our presentation and Trade Dress to be proprietary, but we do not consider any other Approved Items to be proprietary to us. However, to the fullest extent permissible under applicable law, we reserve the right to develop and require the use, offer or sale of specific Approved Items in the future and may designate them as mandatory and/or proprietary to us.

As of the date of this Disclosure Document, neither we nor our affiliates are a sole approved vendor for any Approved Items that you must offer for sale in your MD Hyperbaric Center Franchises, but we reserve the right to purchase and resale to you certain items such as uniforms, gift cards and other promotional materials, merchandise and supplies. For the fiscal year ended December 31, 2025, we received $27,232 in rebates and payments arising from purchases by our franchisees, which was 14.6% of our total revenues of $186,314.

We reserve the right to require or permit you to purchase current or future Approved Items directly from us or our affiliates, current vendors or other approved vendors in the future. If we or our affiliates are the sole or an approved vendor for any such items, we reserve the right to set the prices for all such Approved Items as we deem appropriate from time to time.

We may on a case by case basis designate or review and approve additional third-party branded products or services as Approved Items for use, offer or sale in one or more MD Hyperbaric Center Franchises, with review and approval conducted under our approval procedures described below. We may purchase third party branded Approved Items in bulk and sell them to you at prices we set from time to time (which may include a markup that we set from time to time), or permit you to purchase third party branded Approved Items directly from a third-party manufacturer or re-seller.

We may change or expand the list of Approved Items or the list of suppliers for Approved Items in the future to the fullest extent permissible under applicable law.

None of our officers own or control any interest in any currently required, approved or designated supplier.

As of the date of this Disclosure Document, we have designated one or more third party authorized suppliers for Approved Items, including the following:

Authorized Distributor or Vendor	Goods or Services Offered	Your Current Fees and Our Rebates or Payments (if any)
Oxyhealth, LLC	Hyperbaric Oxygen Chambers	0 to 15% rebate based on total number of Hyperbaric Oxygen Chambers sold to franchisees

We do not currently have any required distributor for Approved Items, but we reserve the right to designate one or more required distributors for such items in the future to the fullest extent permissible under applicable law,. If we designate an approved or required distributor, you must purchase Approved Items to be used in or by your MD Hyperbaric Center Franchise from the required distributor unless you have first obtained our prior written consent to purchase from another distributor in accordance with our vendor and supplier review process (see below).

We reserve the right to designate other specific distributors, vendors and suppliers for Approved Items in the future to the fullest extent permissible under applicable law. If you desire to purchase any products or services from a supplier that has not already been approved, you must obtain our prior written approval, which may take up to 90 days from our receipt of all requested information, including information regarding the supplier's fiscal strength, demonstrated customer service, product or service quality, product or service safety and a strong regional presence. Additionally, as a condition to granting approval, we may require you to submit samples of the proposed supplier's services or products, and to arrange for us to visit the supplier's facilities. If we elect to test the samples or inspect the proposed supplier's facilities, you will be charged a fee not to exceed the actual cost of such inspection or testing. We reserve the right to reinspect the facilities and products or services of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. We will notify you in writing of any revocation of a supplier or their product or service and provide you a reasonable period of time to cease use of the supplier or their product or service, which period of time we will determine based on the amount of inventory you may have and the underlying reason for the revocation.

We reserve the right to contract with manufacturers, suppliers and distributors who provide us volume discounts, rebates and other cash payments based on volume purchases of Approved Items used by our franchised, company-owned or affiliated MD Hyperbaric Center Franchises or MD Hyperbaric Center Locations. We anticipate that certain volume discounts, rebates and other cash payments received by us as a direct result of your purchase of Approved Items will be, in our sole discretion: (a) paid to you, (b) contributed to the development and implementation of our plan for advertising MD Hyperbaric Center Franchise Network services and products, (c) retained by us, or (d) otherwise used to benefit the MD Hyperbaric Center Franchise network. In all cases, we will deduct our expense to coordinate and test products, services or other items.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional MD Hyperbaric Center Franchises) based on whether or not you purchase Approved Items through the suppliers we designate or approve. However, purchases of unapproved products and services and/or

purchases from unapproved vendors in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

We intend to negotiate purchase arrangements with suppliers from time to time, but as of the date of disclosure document we have not done so.

We have not arranged for any purchasing cooperatives for our franchisees, but we reserve the right to do so in the future to the fullest extent permissible under applicable law.

We estimate that the purchases described above will equal approximately 50% to 55% of the total cost to establish the MD Hyperbaric Center Franchise, and approximately 20% to 25% of your ongoing operating expenses.

The Brand Standards Manual requires that you obtain and install in the MD Hyperbaric Center Franchise data processing equipment, computer hardware, required dedicated telephone and power lines, modems, printers, and other computer related accessory or peripheral equipment (collectively, your "Technology and Information Systems", as defined in Item 11) that are compatible with our MD Hyperbaric Operating System (if applicable) and any other then current electronic collection and retrieval systems we have designated. Our then current approved Technology and Information Systems are included in our Approved Items. To the fullest extent permissible under applicable law, we may develop and require you to use our MD Hyperbaric Operating System and may in the future require replacement or other proprietary operating systems and/or processes relative to point of sale, bookkeeping, administrative services and/or operations and financial information, inventory and speed of service processes in connection with administrative services and/or operation of your MD Hyperbaric Center Franchise, and require you to obtain and at all times utilize the services of a credit card processor approved by us. Additionally, we may require that you input and maintain in your computer certain software programs, data and information that we prescribe. See Items 6 and 11.

As of the date of this Disclosure Document, you must purchase a computer system and software that meets our specifications. We require you to install and maintain a hardware and software firewall device on your point-of-sale network that follow closely to the Payment Card Industry (PCI) DSS merchant requirements as stated on the http://www.pcisecuritystandards.org. See Item 11 for description of your computer and software requirements.

You must also obtain and maintain at your own expense insurance policies with insurers reasonably satisfactory to us covering the items specified in the Brand Standards Manual, including comprehensive general liability, fire and extended coverage, employment relations, worker's compensation and business interruption policies. If you operate a MD Hyperbaric Center Franchise Administrative Services Business, we expect your Authorized Care Providers to also obtain and maintain the same minimum types and levels of insurance, including specifically professional liability insurance. You and your Authorized Care Providers must list us as additional insureds. Our current requirements are described below and in the Summary Pages of the Franchise Agreement (attached as Exhibit B to this Disclosure Document).

Mandatory

Commercial general liability insurance, including products liability coverage, and broad form contractual liability coverage, written on an "occurrence" policy form in any amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate.

Professional liability insurance written on an "occurrence" or "claims made" policy form in any amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate; provided that "claims made" policy if must include an extended reporting period (tail coverage) endorsement.

"All Risk" or "Special Form" property insurance covering: (a) the building(s) used for the MD Hyperbaric Center Franchise, equipment and inventory of the MD Hyperbaric Center Franchise, including plate glass coverage, on a full 100% repair or replacement value basis, (b) business interruption/business income insurance (at least 1 year of actual loss sustained), including extra expense insurance, so as to re-establish normal business operations, and (c) loss of rents insurance covering a minimum of 1 year fixed minimum rent.

Workers' compensation insurance in the minimum amount mandated by Applicable Laws in Franchisee's state's law (if applicable), unless Franchisee's state requires or permits employers to participate in a state-administered insurance pool (in which case Franchisee either must or may adopt and maintain a qualifying plan, as applicable).

Umbrella Liability insurance coverage of not less than $5,000,000 over the basic Comprehensive General Liability insurance coverage and Professional liability insurance.

Recommended (not mandatory)

Business automobile liability insurance written on an "occurrence" policy form in an amount of not less than $1,000,000 combined single limit per occurrence and in the aggregate, including owned, leased, non-owned and hired automobile coverage (only required if Franchisee or any of its employees use an automobile in connection with any aspect of operating the MD Hyperbaric Center Franchise or if one or more of the officers or other employees of Franchisee maintain automobiles which are owned or leased by Franchisee).

Employment Practices liability insurance written on an "claims made" policy form in an amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate.

If you do not provide proof of insurance to us as required under the Franchise Agreement, we may secure insurance for you and charge the cost to you.

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	Article in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	§ 8	7 and 11
(b) Pre-opening purchases/lease	§ 7(iv)	5, 7, 8 and 11

Obligation	Article in Franchise Agreement	Disclosure Document Item
(c) Site development and other pre-opening requirements	§§ 2, 7(iv), 8 and 9	7 and 11
(d) Initial and ongoing training	Summary Pages, §§ 7(a)(iii), 9(d), and 9(w)	6, 7 and 11
(e) Opening	Summary Pages, §§ 7(a)(iv), 9(f) and 10(a)	11
(f) Fees	Summary Pages, §§ 2, 5 and 10(c)	5, 6, 7 and 11
(g) Compliance with standards and policies/Brand Standards Manual	§§ 2, 6(b), 6(c), 6(d), 7(a)(iii), 7(b)(iv), 9(a), (c), 9(f), 9(i), 9(m), 9(n), 9(o), 9(q), 9(r), 9(s), 9(t), 9(v), 9(w), 9(x-z), 9(dd), 9(ee)(i), 10(a), 11(b)(ii), 11(d)(i), 11(f), 13(b), 14(a), 15(c)(iii), 16(b)(iii), 17(a)(i-ii), 18(a)(iv) and 23(e)	8, 11, 14 and 16
(h) Trademarks and proprietary information	§§ 2, 3, 6(a), 9(f), 9(k), 9(q), 9(w), 11(c), 13, 15(a), 17(a) and 18(a)(ii)	13 and 14
(i) Restrictions on products/services offered	§§ 9, 10(b)(i), 11(a)(iii) and 13(a)(iv)	8 and 16
(j) Warranty and customer service requirements	§§ 9(s) and 9(v) and 16(c)(ii)	None
(k) Territorial development and sales quotas	§§ 2, 5(b), 14(b), 14(c) and Exhibit B	12
(l) On-going product/service purchases	§§ 2, 3(a), 3(e)(i-iv), 6, 7(b)(ii), 9(i-j), 9(m-n), 13(a)(iii) and 13(a)(vii)	8
(m) Maintenance, appearance and remodeling requirements	§§ 6(c) and 9(q-r)	None
(n) Insurance	Summary Pages, §§ 9(ee) and 18(a)(iv)	7 and 8

Obligation	Article in Franchise Agreement	Disclosure Document Item
(o) Advertising	Summary Pages, § 10	6, 7 and 11
(p) Indemnification	§ 18	6
(q) Owner's participation/ management/staffing	Summary Pages, §§ 2, 7, and Exhibit A	11 and 15
(r) Records/reports	Summary Pages, §§ 2, 5(f), 9(x-z) and 11(f)	6
(s) Inspection/audits	§§ 9(cc), 9(dd) and 11(f)	6
(t) Transfer	§ 15	6 and 17
(u) Renewal	§ 12	6 and 17
(v) Post-termination obligations	§ 17	17
(w) Non-competition covenants	§ 14	17
(x) Dispute resolution	§ 20	17
(y) Liquidated Damages	§ 22, Exhibit A and Exhibit B	6

ITEM 10
FINANCING

We do not currently offer you any direct or indirect financing, nor do we receive any payments from any person offering financing to or arranging financing for a prospective MD Hyperbaric Center Franchisee. We do not guarantee your note, lease or any other financial obligation.

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

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

Before you open your MD Hyperbaric Center Franchise, we will:

(1) Provide a list that describes or shows the Brand Standards for the leasehold improvements, furniture, fixtures, equipment (including Technology and Information Systems), signage and trade dress that you must purchase, obtain and use in your MD Hyperbaric Center Franchise and MD Hyperbaric Center Location. We do not currently provide leasehold improvements, furniture, fixtures, equipment, signage and trade dress directly, nor do we deliver or install any leasehold improvements, furniture, fixtures, equipment, signage and trade dress in your MD Hyperbaric Center Location. (Franchise Agreement, Section 7(a)(i)).

(2) Provide a list that describes or shows the Brand Standards for the Approved Items needed to manage, stock and/or operate your MD Hyperbaric Center Location, together with the names of any suppliers we have designated or approved. We do not currently provide any Approved Items that you must use and offer for sale in your MD Hyperbaric Center Franchise, nor do we deliver or install any Approved Items in your MD Hyperbaric Center Location (Franchise Agreement, Section 7(a)(ii)).

(3) Provide initial training for your Training Team in partial consideration for the payment of the Initial Franchise Fee (Franchise Agreement, Section 7(a)(iii)).

(4) Loan you a copy of our Brand Standards Manual (Franchise Agreement, Section 7(a)(iii)). The table of contents of the Brand Standards Manual is attached to this disclosure document as Exhibit E. As of the date of this Disclosure Document, the Brand Standards Manual contains approximately 65 electronic pages.

(5) Provide general pre- and post-opening guidance to assist you in complying with our Brand Standards (Franchise Agreement, Sections 7(a)(iv) and 7(b)(i)).

(6) Implement (if/when available) and connect you to our web-based MD Hyperbaric Operating System (if applicable) (Franchise Agreement, Section 7(a)(iv)).

(7) If your MD Hyperbaric Center Franchise operates as a MD Hyperbaric Center Franchise Administrative Services Business, we will review and approve your Administrative Services Agreement, although we provide a sample administrative services agreement (See, Exhibit J to this Disclosure Document). You must directly hire your own attorney to independently, evaluate, review, and ensure that your Administrative Services Agreement complies with all applicable laws, rules and regulations.

After you open your MD Hyperbaric Center Franchise, we will provide the following services and assistance to you:

(1) Implement (if/when available) and maintain and authorize you to use our web-based MD Hyperbaric Operating System (if applicable) (Franchise Agreement, Section 7(b)(i)).

(2) Provide advice and assistance as we deem advisable in planning publicity and promotions for your MD Hyperbaric Center Franchise's promotion, including print media and display advertising (Franchise Agreement, Section 7(b)(ii)).

(3) Provide staff accessible to you and your key employees, to the extent we deem advisable, for consultation by telephone, fax, written communication, e-mail and other forms of electronic communication during regular business hours (Franchise Agreement, Section 7(b)(iii)).

(4) Loan you additions and supplements to the Brand Standards Manual as they become available (Franchise Agreement, Section 7(b)(iv)).

(5) So long as you are in full compliance with the Franchise Agreement and all other agreements with us, we will invite you to attend all conventions, seminars and other franchisee-oriented functions we plan occasionally (Franchise Agreement, Section 7(b)(v)).

(6) Sell to you, or cause our affiliates to sell to you, the then current array of Approved Items that we or our affiliates manufacture or distribute and have mandated or authorized for use, offer or sale through MD Hyperbaric Center Franchises (if any) (Franchise Agreement, Section 7(vii)).

(7) Provide promotional and marketing supplies and digital marketing materials and/or templates as we may periodically develop (Franchise Agreement, Sections 9(q) and 10(a))

(8) Offer guidance from time to time with respect to the selling price for Approved Items, but you are in no way bound to adhere to any such pricing guidance. You will have the right to sell Approved Items at any price that you may determine. We make no guarantee or warranty that offering such Approved Items at any recommended price will enhance your sales or profits. We reserve all rights available under then current Applicable Laws to condition participation in special or voluntary programs and offerings on Franchisee's adherence to Franchisor's requirements, including with respect to pricing standards.

Site Selection

If you have not already secured a MD Hyperbaric Center Location for your MD Hyperbaric Center Franchise before signing the Franchise Agreement, then within 90 days after signing the Franchise Agreement, you must locate and obtain our approval for a proposed MD Hyperbaric Center Location within an agreed target area (described in the Franchise Agreement) for your MD Hyperbaric Center Franchise. (Franchise Agreement, Sections 8(a) and (b)). We do not own the MD Hyperbaric Center Location or lease it to you.

If we deem necessary, we will undertake one on-site evaluation of a proposed MD Hyperbaric Center Location free of charge. For all subsequent on-site evaluations requested by you or required by us, you must reimburse us for our expenses, including travel and lodging expenses (if needed), and a per diem charge for salaries (currently $250 per person per day).

Your failure to obtain approval for a MD Hyperbaric Center Location for your MD Hyperbaric Center Franchise within 90 days after the execution of the Franchise Agreement will be a default of your Franchise Agreement, and we may demand cure within 15 days or we may terminate your Franchise Agreement and retain all monies paid to us.

The factors that we consider in approving your MD Hyperbaric Center Location include the property's location, the daytime employment and population density of the neighborhood, traffic patterns, lot size and configuration, parking ratios established by local zoning ordinances and access and visibility of the property from adjoining roads or highways. You must open your MD Hyperbaric Center Franchise at an approved

MD Hyperbaric Center Location no later than the required opening date assigned to you by us and listed on the Summary Pages of your Franchise Agreement.

We estimate that 60 to 90 days will elapse from the time you receive MD Hyperbaric Center Location approval to the date a MD Hyperbaric Center Franchise opens for business. The factors affecting this length of time usually include financing arrangements, construction time for the building and related improvements, local ordinance compliance and delivery and installation of furniture, fixtures, equipment and signs. We will work with you to decide on a scheduled opening date for your MD Hyperbaric Center Franchise based on the timing in which you proceed through the site selection, construction and training process.

You must open your MD Hyperbaric Center Franchise by the Required Opening Date listed in the Summary Pages to the Franchise Agreement, which is typically 180 days from the date you sign your Franchise Agreement. The factors which affect this time are the ability to obtain a deed or lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

Failure to timely open your MD Hyperbaric Center Franchise is a curable default under your Franchise Agreement and may result in the termination of your Franchise Agreement. It is possible that we will occasionally extend the time frame for opening your MD Hyperbaric Center Franchise based upon specific facts and circumstances.

Training Program

Mandatory Training for Franchisees

Prior to the opening of your MD Hyperbaric Center franchise, your designated Controlling Principal/Authorized Care Provider, General Manager, and up to two additional technicians (collectively, the "Training Team") are required to successfully complete our mandatory initial training program to our satisfaction. We determine successful completion by, among other things, attending all required initial training components, passing all oral or written tests and otherwise demonstrating an ability to learn and retain our Brand Standards. This training ensures that your team is fully equipped to operate the center in compliance with MD Hyperbaric's standards and operational protocols.

We may modify or waive portions of the training program for individuals based on their prior experience, specific role, or qualifications. In connection with this program, we will loan you one copy of the Brand Standards Manual for use during training.

In all cases, our initial training for any unlicensed person will focus exclusively on the operation of the business, retail, and back-office functions, and will avoid initial training that could be considered the practice of medicine under applicable laws.

Training Costs and Fees

The initial industry-certified training for your hyperbaric technicians, office manager, and Medical Director is included as part of your franchise fee. Specifically:

Third-Party Certification:

- Up to 3 online IBUM Hyperbaric Technician courses.
- 1 IBUM or UHMS-approved Medical Director training course, as selected by the Franchisor.

You will not pay additional fees for your initial Training Team to participate in the mandatory training program; however, you are responsible for all travel, lodging, meals, and wages for your team. Additionally, we may charge you for any out-of-pocket expenses, wage costs, or fees for optional training or training for replacement Training Team members.

Structure of the Training Program

Our initial training program consists of two key components designed to provide both foundational knowledge and practical skills:

1. **Third-Party Certification Training:**

    - **Medical Director Certification:** A 40-hour live training course, approved by UHMS or IBUM, completed in person or virtually, with an additional 10 hours of practical application. Certification is contingent upon passing a comprehensive exam.
    - **IBUM Hyperbaric Technician Course:** A 20-hour online training program, completed at your own pace. Certification requires passing a final exam.
    - **Safety Coordinator Training:** A 10-hour online course covering hyperbaric safety and operations.

2. **MD Hyperbaric On-Site Training:**

    - Conducted at your MD Hyperbaric Center or an approved training site.
    - Facilitated by a qualified MD Hyperbaric Corporate Trainer or an approved trainer with experience in MD Hyperbaric operations.
    - Topics include:
        - Hands-on training for HBOT equipment and safety protocols.
        - Operational procedures specific to MD Hyperbaric centers.
        - Technology systems, including EMR and CRM tools.
        - Patient care standards and best practices.

Training Oversight

The training program is overseen by Liz Joyce, who has over 11 years of experience in training and 2 years of direct experience through MD Hyperbaric Center franchises. All hands-on training sessions are conducted by a qualified member of the MD Hyperbaric's Operations team, or an approved trainer with substantial experience in MD Hyperbaric operations.

Training Duration and Timing

The approximate duration of training for each role is as follows:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Medical Director Certification	40	10	Virtual/In-Person
HBOT Technician Certification	20	0	Online
Safety Coordinator Training	10	0	Online
MD Hyperbaric On-Site Training	10	30	MD Hyperbaric Center
Total Training Hours	**80**	**40**	

Training must begin at least four (4) weeks prior to the expected opening date of your center and must be completed no later than one (1) week prior to opening. If your Training Team fails to complete training to our satisfaction, we reserve the right to delay the opening of your center or terminate your Franchise Agreement.

We currently offer our training program on an as-needed basis, but we anticipate that it will be offered at least once a month in the future when we have multiple franchisees ready to participate in our training program.

Ongoing Training and Support

In addition to the initial training program, we may periodically provide mandatory or optional training programs, seminars, or materials to address updates, new protocols, or other operational enhancements. You must ensure that your designated personnel attend and complete any required training as specified within the prescribed timeframe.

We also reserve the right to require additional training for replacement Training Team members or to address deficiencies in center performance. Additional training may incur fees equal to our out-of-pocket costs and applicable wages.

Technology Training

As part of the initial training program, we will provide training on MD Hyperbaric's proprietary operating systems (if applicable). For other required technology and information systems, you are responsible for obtaining training directly from the vendors, as outlined in Items 6, 7, and 11 of this Disclosure Document. All costs associated with vendor training are your responsibility.

Employee Training Program

Following the completion of the initial training program, you are required to implement an employee training program consistent with the standards and procedures prescribed by MD Hyperbaric. While we may provide additional guidance and resources, you are solely responsible for all hiring, employment, and personnel decisions, including training, promotion, and supervision.

Opening Assistance

We do not currently provide on-site assistance in connection with the opening of your first MD Hyperbaric Center franchise. However, at our discretion, we may provide such assistance for a fee covering our associated costs, including travel, lodging, meals, and wages. Any assistance for additional MD Hyperbaric Center franchises is subject to our approval and availability.

Advertising and Promotions

Local Advertising

Throughout the term of the Franchise Agreement, you must spend the Local Ad Expenditure on approved local advertising. The Local Ad Expenditure is currently an amount equal to 1% of Gross Sales, but we may increase it to up to 4% of Gross Sales as noted below.

You must participate in all system-wide promotions and advertising campaigns which we originate. We may or may not count your expenditures in such promotion and advertising campaigns towards your Local Ad Expenditure or other marketing requirements.

Should you create your own local advertising and promotions, we reserve the right to approve in advance of their use any graphic materials or commercials developed by you and the media in which they are placed.

As noted above, we may unilaterally require that you spend or pay all or any portion of the Local Ad Expenditure as an Advertising Fee, to an Ad Fund and/or an Area Cooperative; but in all cases that combined amount to be spent as the Local Ad Expenditure or to be paid as an Advertising Fee, to an Ad Fund and/or to an Area Cooperative will not exceed a maximum of 4% of your Gross Sales.

Advertising Fee

You must pay us an Advertising Fee. The current Advertising Fee is 2% of Gross Sales, but we may increase it to up to 4% of Gross Sales as noted below, but you will never be required to pay to us or spend more than 4% of Gross Sales on advertising and marketing.

The Advertising Fee is due no later than the 2nd day of after each Accounting Period during the term of the Franchise Agreement. We will use the Advertising Fee to reimburse ourselves and our affiliates for administrative costs and expenses related to implementing general advertising programs and assistance for MD Hyperbaric Center Franchises. We will not use Advertising Fees to pay for those components of the Website that publicize the franchise program or the sale of franchises.

We will strive to spend Advertising Fees in a manner that provides advertising benefits to all MD Hyperbaric Center Franchises. However, we may allocate Advertising Fees to various permitted uses as we see fit and we do not guarantee that all MD Hyperbaric Center Franchises will receive equal advertising benefits.

We began franchising and collecting Advertising Fees in fiscal year 2024. Of the monies spent from the receipt of Advertising Fees in fiscal year 2025, approximately 70% for digital advertising, 10% for industry education and seminars, and 20% for administration and expenses.

We are not required to prepare or to provide to you financial statements reflecting our use of Advertising Fees, and do not intend to make financial statements available to you, but we will do so if required by applicable law (such as in the State of Maryland).

As noted above, we may unilaterally require that you spend or pay all or any portion of the Advertising Fee as an Local Ad Expenditure, to an Ad Fund and/or an Area Cooperative; but in all cases that combined amount to be spent as the Local Ad Expenditure or to be paid as an Advertising Fee, to an Ad Fund and/or to an Area Cooperative will not exceed a maximum of 4% of your Gross Sales.

Ad Fund

We reserve the right to create an Ad Fund to, among other things, arrange for, place and run advertisements, commercials and promotional materials in local, regional and national media. If created, you must make contributions to the Ad Fund in the manner (including payment by automatic debit), and at the rate we establish. As set forth in Item 6, the Ad Fund contribution rate will be up to a maximum of 4% of Gross Sales, but you will never be required to pay to us or spend more than 4% of Gross Sales on advertising and marketing.

Any Ad Fund contribution would be payable no later than the 2nd day of each Accounting Period during the term of the Franchise Agreement. Franchisor/affiliate-operated MD Hyperbaric Center Franchise (if any) will not be required to contribute to the Ad Fund on the same basis as franchisees, but we anticipate they will contribute to the Ad Fund in a similar manner. As noted above, we can re-allocate monies from the Local Ad Expenditure, Advertising Fee, Ad Fund contributions and Area Cooperative contributions, but the aggregate of your Local Ad Expenditures, Advertising Fee, Ad Fund contributions, and Area Cooperative contributions will not exceed 4% of Gross Sales.

We or our designee will administer the Ad Fund. The Ad Fund will be used for all the advertising and administrative activities for which we use the Advertising Fee, but it will also be used to arrange for, place and run advertisements, commercials and promotional materials in local, regional and national media. We will not use Ad Fund contributions to pay for materials that publicize the franchise program or the sale of franchises. We would generally work with an advertising agency in developing advertising for print, radio or television, but will also use in-house staff. (Franchise Agreement, Section 10(d)).

We will use Ad Fund contributions in a manner that provides marketing benefits to the entire network of MD Hyperbaric Center Franchise, including franchised and franchisor/affiliate-operated, as a whole. However, we may allocate Ad Fund contributions to various permitted uses as we see fit. We will strive to spend Ad Fund contributions in a manner that provides advertising benefits to all participating MD Hyperbaric Center Franchises. However, we do not guarantee that all MD Hyperbaric Center Franchises will receive equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration in different areas. Nor do we guarantee that all franchisees will contribute to the Ad Fund at the same rate.

We may structure the Ad Fund’s organization and administration in ways that, in our judgment, most effectively and efficiently accomplish the Ad Fund's objectives. We may organize or reorganize the Ad Fund as a separate non-profit corporation or other appropriate entity and transfer the Ad Fund’s assets to another entity. If we establish another separate entity to administer the Ad Fund, you must become a member of the entity and, in that regard, to sign a participation agreement and take such other steps as we specify.

As of the date of this Disclosure Document, we have not yet established an Ad Fund. Hence, the percentage of advertising fund money spent on production, media placement, administrative expenses and other items cannot be calculated for our last fiscal year. We are not generally required to prepare or to provide to you audited or unaudited financial statements for the Ad Fund, but we will do so if required by applicable law (such as in the State of Maryland). However, we intend to make annual unaudited statements available to you if we create an Ad Fund. If any funds remain at the end of the tax year in which they were contributed, all expenditures in the following year will be made first out of the accumulated earnings from the prior years.

Area Cooperatives

If you and at least one other MD Hyperbaric Center Franchise (including us) have opened MD Hyperbaric Center Franchises in the same Designated Market Area ("DMA"), as used by the Neilson Rating Service or its successor to demarcate the primary coverage of broadcast and print media in given markets, we may require that you and the other MD Hyperbaric Center Franchises form a cooperative advertising association (an "Area Cooperative"). Your contribution to the Area Cooperative may be separate from or deducted from Local Ad Expenditures, Advertising Fees or Ad Fund contributions (as may applicable), in addition to your contributions to any Ad Fund. To fund the Area Cooperative, we will re-allocate all or any portion of the Local Ad Expenditures, Advertising Fees or Ad Fund contributions to the Area Cooperative; but the aggregate of your Local Ad Expenditures, Advertising Fee, Ad Fund contributions, and Area Cooperative contributions, but you will never be required to pay to us or spend more than 4% of Gross Sales on advertising and marketing. MD Hyperbaric Center Franchise within the Area Cooperative DMA operated by us or our affiliates must contribute to the Area Cooperative on the same basis as franchisees.

The members of the Area Cooperative will administer the Area Cooperative, and determine if written governing documents are used, if the documents are made available to members and whether annual or other reports are prepared, but we reserve the right to require that any Area Cooperatives be formed, charged, dissolved or merged.

Area Cooperatives must use our marketing materials. In rare instances we may make exceptions. Any marketing materials not created by us are subject to our approval, and must be submitted to us well in advance of their distribution, publication or broadcast. (Franchise Agreement, Section 10(e)).

Franchisee Advertising Council

We do not currently have a franchisee advertising council that advises on advertising policies. We may form a franchisee advertising council in the future, but we have no obligation to do so. If we form a franchisee advertising council, we will have the right to determine how its members are selected and the scope of its authority as well as the right to change or dissolve the franchisee advertising council.

Technology and Information Systems Hardware and Software

You must acquire, install and use certain computer and electronic systems, peripheral equipment and related software programs and email solutions we specify in the Brand Standards Manual (collectively, "Technology and Information Systems") to collect, compute, store and report a MD Hyperbaric Center Franchise's Gross Sales, other financial data and operating information, and must also acquire, install and use any telephonic, facsimile or electronic operating system, or such technological substitutes as we may determine to be appropriate periodically, including our MD Hyperbaric Operating System described below (if applicable). We will have continuous, uninterrupted access to your MD Hyperbaric Center Franchise's

Technology and Information System, but certain of your Customer's health-related issues may be protected by privacy laws such as HIPAA. See Item 1. You must also obtain and utilize services of a credit card processor that we have approved.

As of the date of this Disclosure Document, you must purchase the following items, which constitute our current required Technology and Information Systems:

HARDWARE
One (1) Administrative Computer
Point of Sale Equipment
SOFTWARE
QuickBooks Accounting Pro Software Package 2011 edition or higher, or an approved equivalent
Microsoft Office 2007 edition or higher (including Word, Excel and Outlook)
Company Point of Sale System (as described in Brand Standards Manual)

We estimate the initial purchase or lease cost of the current required Technology and Information Systems to be between $1,500 to $5,000.

We reserve the right to develop and require you to use our MD Hyperbaric Operating System in your MD Hyperbaric Center Franchise. We do not anticipate charging you any initial fee or connection fee, but we reserve the right to require you to pay us a monthly MD Hyperbaric Center Franchise Technology Fee for continued access and use of our MD Hyperbaric Operating System in an amount we determine (generally based on our underlying costs per franchisee). We have not developed the MD Hyperbaric Operating System as of the date of this Disclosure Document so it has never been used in a MD Hyperbaric Center Franchise.

We may electronically poll your MD Hyperbaric Center Franchise's Technology and Information Systems to obtain Gross Sales data, as well as other financial and operating information, including Customer Information and other information from the MD Hyperbaric Operating System (if applicable), which will be available to us twenty-four hours every day. You must maintain continual data network access to your MD Hyperbaric Center Franchise's Technology and Information Systems for our use. There are no contractual limitations on our right to access any information or data contained on your Technology and Information Systems.

We have the right to require you to change or upgrade your Technology and Information Systems from time to time, the cost of which we are unable to estimate, but we do not anticipate that the costs for general maintenance would be more than $500 a year. You must update all Technology and Information Systems as and when we may specify from time to time in the Brand Standards Manual, and generally no later than 30 days before the then-current Franchise Agreement will expire or upon notice that we have established the MD Hyperbaric Intranet. Except as described above, there are no contractual limitations on the frequency and cost of the obligation to require updates to your Technology and Information Systems.

You are required to install and maintain a hardware and software firewall device on your Technology and Information Systems network that follow closely to the Payment Card Industry (PCI) DSS merchant

requirements as stated on the http://www.pcisecuritystandards.org. The network must be segmented off of other internal business networks. You must use internal or third-party IT network resources, which include security shield, threat defender, and breach protection programs. We may suggest third party PCI compliance vendors to you, but you are responsible for your own PCI compliance at your MD Hyperbaric Center Franchise.

Except as set forth below, other Technology and Information Systems brands and suppliers are not mandatory and we are not obligated to provide or to assist you to obtain or provide ongoing maintenance, repairs, upgrades or updates to such hardware and software associated with your Technology and Information Systems; however, you must obtain our prior written consent for any variations from our Brand Standards.

ITEM 12
TERRITORY

Franchise Agreement

Under the Franchise Agreement, you are granted the right to operate one MD Hyperbaric Center Franchise, at the fixed, physical premises of the MD Hyperbaric Center Location that will be approved by us and specified in the Franchise Agreement.

Your MD Hyperbaric Center Franchise Territory will be a radius around your Approved Location of approximately 4 miles measured by metes and bounds, but excluding any areas as to which we may have existing contractual commitments. Your MD Hyperbaric Center Franchise Territory may be slightly larger or smaller based on the population surrounding your MD Hyperbaric Center Franchise. These excluded areas will be identified in your Franchise Agreement.

You may not relocate your MD Hyperbaric Center Franchise without our prior written consent. If the lease for your MD Hyperbaric Center Franchise expires or is terminated before the end of the Franchise Agreement term, you may move your MD Hyperbaric Center Franchise to another location chosen in accordance with our conversion/site selection procedure. The new location (i) must be in the original MD Hyperbaric Center Franchise's general MD Hyperbaric Center Franchise Territory (as we determine), and (ii) may in no case infringe upon a franchise agreement or other agreement applicable to another MD Hyperbaric Center Franchise. When we approve the location for the new MD Hyperbaric Center Franchise, we will prepare a new exhibit to the Franchise Agreement that describes the new MD Hyperbaric Center Franchise's MD Hyperbaric Center Franchise Territory, which may be reduced or even eliminated depending on the location of the relocated MD Hyperbaric Center Franchise.

If you lose possession of the original MD Hyperbaric Center Franchise's premises because the lease expired by its terms, or on account of condemnation or eminent domain proceedings, you must initiate the relocation procedure in time to lease, build-out and open the new MD Hyperbaric Center Franchise for business within 90 days after the original MD Hyperbaric Center Franchise closes. The new location (i) must be in the original MD Hyperbaric Center Franchise's MD Hyperbaric Center Franchise Territory, (ii) must be consented to by us in accordance with our site consent guidelines and (iii) may in no case infringe upon a Franchise Agreement or other agreement applicable to another MD Hyperbaric Center Franchise.

We do not grant any options or rights of first refusal to you under the Franchise Agreement to obtain additional MD Hyperbaric Center Franchises. If you desire to open an additional MD Hyperbaric Center Franchise, you must be approved and sign a separate Franchise Agreement for that location.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we and our affiliates own, or from other channels of distribution that we control.

In all cases, under the Franchise Agreement, we and our affiliates (and each of their respective successors and assigns, by purchase, merger, consolidation, or otherwise) reserve all rights that the Franchise Agreement does not expressly grant to or confer upon you.

There are no restrictions on us from soliciting or accepting orders from consumers inside your MD Hyperbaric Center Franchise Territory.

We and our affiliates reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your MD Hyperbaric Center Franchise Territory using our principal trademarks.

We are and our affiliates reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within your MD Hyperbaric Center Franchise Territory of products or services under trademarks different from the ones you will use under the Franchise Agreement.

We will not pay you any compensation for soliciting or accepting orders from inside your MD Hyperbaric Center Franchise Territory.

You are not permitted to solicit or accepting order from consumers outside of your territory, and other than as we may permit, you do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your territory.

Although we do not have any current plans to do so, we and our affiliates may in the future purchase one or more third party owned retail HBOT or health and wellness-related businesses (or related administrative services companies) and convert them to MD Hyperbaric Center Franchise brand businesses. Also, we and our affiliates may develop, own and sell (directly or through at wholesale to third parties for resale) other HBOT or medical-related products or services products.

You have no rights to offer and sell, or protections from the offer and sale of, any such other brands or any other brands we or our affiliates may create or acquire and then offer and sell through any means of distribution, including franchising. You do not have any rights, options, rights of first refusal, or similar rights to acquire additional franchises under your Franchise Agreement for any other brands we or our affiliates may develop, operate or franchise in the future, and we, our affiliates and any franchisees of these other concepts may solicit and accept orders for their products and services in your MD Hyperbaric Center Franchise Territory.

ITEM 13
TRADEMARKS

We grant to you the right to use certain trademarks, service marks and other commercial symbols, including "MD Hyperbaric" (the "Marks"), in connection with the development and performance of administrative services and/or operation of your MD Hyperbaric Center Franchise under the Franchise Agreement.

Our affiliate Medicine 360, PLLC, an affiliate associated with our managing member and Vice President Dr. Martin J. O'Malley, originally filed for the following Marks which have been registered or applied for on the Supplemental Register of the United States Patent and Trademark Office ("USPTO"), as follows:

Mark	Registration Number	Registration Date
MD Hyperbaric	7,272,489	January 9, 2024

Medicine 360, PLLC in turn assigned the Marks to another affiliate named 49 New York LLC, which in turn assigned the marks to our parent MD Hyperbaric Holding, Inc. effective September 7, 2023. Effective January 30, 2024, our parent MD Hyperbaric Holding, Inc. granted us a license to use and sublicense the use of the Marks and the System to our franchisees. The license continues on in perpetuity, subject to termination by agreement, or upon notice and a failure to cure any material misuse of the Marks. If our license is terminated, according to the terms of the license agreement, our franchise agreements will be automatically assigned to our parent MD Hyperbaric Holding, Inc.

Our affiliates have filed and intend to file all affidavits and to renew the registrations for the Marks when they become due.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor is there any pending interference, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which may be relevant to their use in this state or in any other state.

Other than our license agreement with our parent MD Hyperbaric Holding, Inc., there are no agreements currently in effect that significantly limit our right to use or to license others to use the Marks listed in this section in a manner material to the franchise.

You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of the Marks, our right to use and to license others to use the Marks or your right to use the Marks. As between you and us, we have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We may defend you against any third-party claim, suit or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with the Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we determine that you have not used the Marks in accordance with the Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Marks, you must sign any and all documents and do any acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no infringing uses actually known to us that could materially affect your use of the Marks in this state or elsewhere.

We reserve the right to substitute different Marks for use in identifying the System and the businesses operating under it, at our sole discretion. We will not be required to reimburse you for any of your costs

related to conforming to our new Marks, and will otherwise have no obligation or liability to you as a result of any substitution.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any rights to any required patents or copyrights that are material to the franchise. We claim copyright protection to our Brand Standards Manual and the information contained in it is proprietary.

There are not any current material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any patents or copyrights. Nor are than any current agreements that limits the use of any patent, patent application, or copyright.

The System and the components of the System, the contents of the Brand Standards Manual and of all training materials and computer programs developed by us or in accordance with our standards any other confidential information that we impart to you with respect to a MD Hyperbaric Center Franchise's development and performance of administrative services and/or operations, whether through the Brand Standards Manual or otherwise (collectively, "Trade Secrets") belong exclusively to us and the ideas and information in the Brand Standards Manual are our sole and exclusive property.

You and your Principals must hold the elements of the System, the Trade Secrets and the contents of the Brand Standards Manual in strict confidence, must not disclose any Trade Secret or any operating or management procedure to any person other than your Controlling Principal and your other employees that must receive disclosure to understand their job duties, and must instruct and routinely remind your employees that the System, the Trade Secrets and the contents of the Brand Standards Manual are confidential and may not be disclosed or appropriated. If you are a business entity, you must not disclose any element of the System, any of the Trade Secrets or the contents of the Brand Standards Manual, or make the Brand Standards Manual available, to any shareholder, director, officer, partner, member or manager of the business entity other than your Controlling Principal, unless such other persons are actively and regularly involved in your MD Hyperbaric Center Franchise's management.

You and your Principals must not use any element of the System, any of the Trade Secrets or the operating, management or marketing procedures in the Brand Standards Manual in connection with any establishment or enterprise other than your MD Hyperbaric Center Franchise, and must promptly discontinue use of the System, the Trade Secrets and the operating, management and marketing procedures in the Brand Standards Manual upon the expiration or termination of your Franchise Agreement.

You and your Principals must not, without our prior written consent, copy or permit any person to copy or reproduce any part of the Brand Standards Manual and any other printed, graphic or audio/visual item designated by us as containing Trade Secrets or otherwise permit their use or inspection by any person other than you, your Controlling Principal, your Authorized Care Provider and your other employees who need to be disclosed to in order to perform their job duties, and our authorized representatives.

All employee training materials (electronic or otherwise) and all software developed by us or by following our standards contain information, embody procedures or facilitate business practices that are proprietary to us and fall within the parameters of our Trade Secrets.

You must notify us of any infringements of or challenges to the copyrighted materials that come to your attention and actively cooperate with us in the investigation of any infringement or challenge. We have the right to control any administrative proceedings or litigation involving the copyrighted materials and will take whatever action we deem appropriate.

We are not contractually obligated to defend the copyrighted materials. Nor are we contractually obligated to protect you against claims of infringement or unfair competition arising from your use of the copyrighted materials. Although we intend to defend the copyrighted materials vigorously, we are not required to participate in any defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the copyrighted materials, or if the proceeding is resolved unfavorably to you.

If we modify or discontinue the use of any copyrighted materials, you must promptly comply with and adopt, at your own expense, all such modifications.

You, your Controlling Principal, your Authorized Care Provider and certain of your other employees are bound by non-compete covenants concerning the proprietary information and may be required to enter into confidentiality and non-solicitation agreements.

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

Under the Franchise Agreement, unless you are an individual who will operate and manage your MD Hyperbaric Center Franchise(ies) personally, you must appoint a Controlling Principal who meets our eligibility standards, as described in the Brand Standards Manual, including holding at least a 15% direct or indirect ownership in you if you are a business entity.

The Controlling Principal is one of your Principals appointed by you who meets our requirements and is approved by us to supervise and manage all aspects of your business and with whom we and our staff may deal exclusively for purposes of administering and coordinating the franchise relationship.

We will permit you to have an approved, full-time Authorized Care Provider providing Approved Services at your MD Hyperbaric Center Franchise, but we normally expect your Controlling Principal to be your Authorized Care Provider and manage all aspects of your business regardless of the number of MD Hyperbaric Center Franchises you may develop, manage and/or operate. The Controlling Principal will be required to complete our initial training unless a full-time Authorized Care Provider is already engaged at the time you must attend initial training. You must also have a General Manager for each MD Hyperbaric Center Franchise. Neither any full-time Authorized Care Provider or your General Manager for each MD Hyperbaric Center Franchise must have a direct or indirect ownership interest in your if you are a business entity.

Please bear in mind that the oversight responsibilities of an unlicensed franchisee and those of a professional corporation providing services and products for the MD Hyperbaric Center Franchise are separate and distinct.

Before rendering services at your MD Hyperbaric Center Franchise, your Training Team (consisting or your Controlling Principal/Authorized Care Provider, General Manager and up to two other technicians) (and any replacements for those persons) must attend and complete, to our satisfaction, our initial training

program. As detailed in Item 11, we determine successful completion by, among other things, attending all required initial training components, passing all oral or written tests and otherwise demonstrating an ability to learn and retain our Brand Standards.

Subject to applicable law regarding noncompetes generally or noncompetes with physicians, we require that you obtain signed Confidentiality Agreements and Covenants Not to Compete in the form attached to Franchise Agreement from your Controlling Principal, your Authorized Care Provider (if applicable), your General Manager and any other managerial level employees.

We will require that your Controlling Principal and certain other Principals we designate sign the Personal Guaranty and Principals' Undertaking attached to the Franchise Agreement.

We do not require spouses to sign Confidentiality Agreements and Covenants Not to Compete or the Personal Guaranty and Principals' Undertaking unless they are active owners and participants in your MD Hyperbaric Center Franchise.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must open and operate your MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location during the business hours and days provided in the Brand Standards Manual, unless we provide you a written exception.

If there occurs a global, regional or local crisis such as a pandemic or other similar event, you must cooperate fully with us as to how we respond to the crisis, and you must implement any remediation plan we institute, which may include us requiring a temporary closure of your MD Hyperbaric Center Franchise as part of the crisis remediation plan (whether or not all or other MD Hyperbaric Center Franchises are required to temporarily close).

MD Hyperbaric Center Franchises will be open to the general public so there are no limitations on the Customers you may serve, except that we reserve the right to restrict or condition the acceptance of insurance by Customers and/or acceptance of other third-party payors.

Unless otherwise agreed, you must offer to Customers of your MD Hyperbaric Center Franchise all of the products and services specified on our then current list of Approved Items, which we may revise occasionally. You cannot offer any products or services that are not on our then current list of Approved Items. Without our prior written approval, no other products and services may be used, provided, offered or sold at your MD Hyperbaric Center Franchise.

We have the right to change the Approved Items without limitation, and you must promptly comply with the new requirements. If the addition of new Approved Items to our authorized list would not require new training or the purchase of new furniture, fixtures or equipment, we may instruct you to begin offering the new Approved Items as of a date specified in a supplement to the Brand Standards Manual. Similarly, if the deletion of Approved Items from our authorized list would not require any new training or the removal of specific furniture, fixtures or equipment, we may direct you to cease offering the Approved Items as of a date specified in a supplement to the Brand Standards Manual. You must comply with our instructions as of the date we specify, which need not be more than 30 days after we distribute the Brand Standards Manual supplement.

In most instances, selection of specific Approved Items from our list for the MD Hyperbaric Center Franchise will be conducted by your Authorized Care Provider.

You are also required to use the entire MD Hyperbaric Center only for the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise.

You are not allowed to place vending machines, video games, pinball machines, juke boxes or other amusement devices of any kind, nor are you allowed to conduct live musical performances, theatrical or comedic performances, physical or mental contests or games, gambling, or other types of live entertainment on or about the premises of the MD Hyperbaric Center Franchise.

If we allow your MD Hyperbaric Center Franchise to participate in any new products or services test, you must participate in the test in accordance with our Brand Standards and must discontinue offering any products or services that we decide not to add permanently to the authorized list of Approved Items.

If you develop or suggest an innovation or improvement that we decide to incorporate into the System, either temporarily or permanently, the innovation or improvement will become our Confidential Information and property without compensation.

You may not sell any Approved Items to any wholesale customer, or sell any Approved Items from catalogues or an internet website without our prior written permission. See Item 13.

We have the right to designate one or more online or mobile ordering and/or third-party delivery programs or service providers in our sole and absolute discretion. See Item 11.

Except as described above, there are no other restrictions on the Customers to whom you may offer or sell Approved Items.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Summary Pages and §12(a)	10 years.
b. Renewal or extension of the term	Summary Pages and §12(b)	Up to two 5 year successor terms.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
c. Requirements for franchisee to renew or extend	§12(b)	You must not be in default, and must give notice, pay a successor fee, upgrade your MD Hyperbaric Center Franchise, and sign our then-current form of franchise agreement (which may contain materially different terms and conditions from the original agreement), sign a general release and attend training, if we require.
d. Termination by franchisee	§16	You can terminate if there is an adverse change of law related to the ability to manufacture, distribute, advertise, offer or sell any proprietary Approved Items, and such adverse change of law materially affects your ability to enjoy the economic benefits of the Franchise Agreement. You may also have rights to terminate under applicable law.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§16	We can terminate if you commit any one of several listed violations. We can also terminate if there is an adverse change of law related to the ability to manufacture, distribute, advertise, offer or sell any proprietary Approved Items, and such adverse change of law materially affects our ability to enjoy the economic benefits of the Franchise Agreement.
g. "Cause" defined – curable defaults	§§ 2 and 16	You have 2, 5, 10, 15 or 30 days to cure, depending on the default, except for an unauthorized transfer you must cure before the transfer is complete and if you tamper with your MD Hyperbaric Center Franchise's information system, you must restore the system on notice.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
h. "Cause" defined – non-curable defaults	§§2 and 16	Such defaults include: breach of non-compete, covenants concerning the Brand Standards Manual, system or anti-corruption or anti-terrorism laws; abandon MD Hyperbaric Center Franchise; fail to exercise options regarding death provision; allow 3 events of default to occur in a 12-month period; insolvency of you or your guarantor; a receiver is appointed for a substantial part of your assets.
i. Franchisee's obligations on termination/non-renewal	§ 17	Such obligations include discontinuance of use of trademarks, copyrighted materials, the System and trade secrets, return Brand Standards Manual, removal of trade dress, assignment of lease, sale of FF&E.
j. Assignment of contract by franchisor	§15	No restriction on our right to transfer.
k. "Transfer" by franchisee - defined	§§ 2 and 15(b)	Includes transfer of contract or assets or any ownership change.
l. Franchisor approval of transfer by franchisee	§15(b)	Transfer requires our prior written consent.
m. Conditions for franchisor approval of transfer	§§ 15(c) and 15(d)	Conditions include: you are not in default; new transferee and Principals, if applicable, qualify to own a new MD Hyperbaric Center Franchise; asset transfer is complete disposition of franchise; Brand Standards Manual and copyrighted materials are returned; sign general release; transferee satisfactorily completes training and meets all of our other requirements; sign then-current form of franchise agreement; transfer fee is paid; payment terms are provided; profit and loss and cash flow projections are provided; and Principals sign guarantees.
n. Franchisor's right of first refusal to acquire franchisee's business	§15(e)	We have option for 45 days to purchase on same terms and conditions offered to third party.
o. Franchisor's option to purchase franchisee's business	§§ 15(e), 15(f) and 17(j)	Applies if you want to transfer, we require new management after a death, your Principals do not comply with the required provisions after a death, on expiration of the Franchise Agreement, and on termination of the Franchise Agreement.
p. Death or disability of franchisee	§ 15(f)	We must approve new management and if not approved, franchise must be sold.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	§ 14(b)	Subject to applicable state law, no involvement during the term in a competing business which is located (i) at your MD Hyperbaric Center Location; or (ii) within the MD Hyperbaric Center Franchise Territory, or (iii) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory, or (iv) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory of any other MD Hyperbaric Center Franchise; or (v) within the United States of America; or (vi) within the world. A competing business is defined as any health and wellness services business that offers and sells HBOT products and services to third parties through any means of distribution, and/or any management, administrative services or marketing services business providing services directly or indirectly to such health and wellness services business.
r. Non-competition covenants after the franchise is terminated or expires	§ 14(b)	Subject to applicable state law, no involvement during the two year period following the term in a competing business which is located (i) at your MD Hyperbaric Center Location; or (ii) within the MD Hyperbaric Center Franchise Territory, or (iii) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory, or (iv) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory of any other MD Hyperbaric Center Franchise.
s. Modification of the agreement	§ 23(e)	No changes unless mutually agreed to in writing.
t. Integration/ merger clause	§ 25(a)	Only the terms of the Franchise Agreement and other related written agreements signed by the parties are binding (subject to applicable state law). Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Not Applicable	

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
v. Choice of forum	§ 20(b)	Subject to applicable state law, the state and federal courts located in the United States District Court for the District of New Jersey, Newark Vicinage, or the state courts in Essex County, New Jersey. But see state specific amendments to the Franchise Agreement.
w. Choice of law	§ 20(a)	Subject to applicable state law, New Jersey law. But see state specific amendments to the Franchise Agreement.

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.

ANALYSIS OF HISTORICAL GROSS SALES FOR 1 FRANCHISED CENTER DURING CALENDAR YEAR 2025

This analysis contains historical Gross Sales achieved by the one franchisee who operated their franchised MD Hyperbaric Center Location for the entire 2025 calendar year. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

The Gross Sales analysis was prepared based on the results of the single franchised MD Hyperbaric Center Location in Pennsylvania that was open and operating during the full calendar year ended December 31, 2025. This analysis excludes 3 additional franchised MD Hyperbaric Center Locations that were opened during calendar year 2025 and therefore were not open the entire 2025 calendar year.

The single franchised MD Hyperbaric Center Location in this analysis offers substantially the same products and services that our other franchised MD Hyperbaric Center Locations will offer and falls either within the permissible square footage range of the prototype center offered in this disclosure document (between 650 and 800 square feet) or just above/below the current permissible square footage range.

The single franchised MD Hyperbaric Center Location opened in September 2024.

The information contained in this analysis has not been audited.

Calendar Year 2025	
Number of Franchised MD Hyperbaric Center Locations	1
	Amount
Gross Sales (1)	$359,531

(1) Gross Sales consists of the total sales price of all hyperbaric services and all other products and services sold by the MD Hyperbaric Center, including discounts and excluding taxes collected directly from customers and paid to taxing authorities.

ANALYSIS OF HISTORICAL GROSS SALES AND EBITDA INFORMATION FOR 1 COMPANY-AFFILIATED CENTER DURING CALENDAR YEAR 2025

This analysis contains historical Gross Sales and EBITDA information achieved by our affiliate in operating one company-affiliated MD Hyperbaric Center Locations in New York, New York. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

The Gross Sales and EBITDA analysis was prepared based on the results of the one company-affiliated MD Hyperbaric Center Location in New York, New York that was open and operating during the full calendar year ended December 31, 2025. This analysis excludes 7 additional company-affiliated MD Hyperbaric Center Locations, namely 1 company-affiliated MD Hyperbaric Center Location that was opened during calendar year 2024 but was closed for renovations for approximately 4 months during calendar year 2025 and 6 company-affiliated MD Hyperbaric Center Locations that were opened during calendar year 2025 and therefore were not open the entire 2025 calendar year.

The one company-affiliated MD Hyperbaric Center Location in this analysis offers substantially the same products and services that a franchised MD Hyperbaric Center Location will offer and falls either within the permissible square footage range of the prototype center offered in this disclosure document (between 650 and 800 square feet) or just above/below the current permissible square footage range.

The New York, New York company-affiliated MD Hyperbaric Center Location in this analysis is run by our Managing Member and Vice President, Dr. Martin J. O'Malley and has been in operation since December 2021. This company-affiliated MD Hyperbaric Center Location serves as a testing facility for new marketing, sales, and other operational strategies for the MD Hyperbaric Franchise system and operates out of a first-floor medical office space in the Upper East Side of New York City.

Certain fees which this company-affiliated MD Hyperbaric Center Location does not incur (but which you must pay to us under the Franchise Agreement) and certain other differences between the costs of a franchised MD Hyperbaric Center Locations and an affiliate owned and operated MD Hyperbaric Center Location are reflected in the second chart below. See the below notes and statements for more information on these differences.

The information contained in this analysis has not been audited.

Calendar Year 2025	
Number of MD Hyperbaric Center Locations	1
	Amount
Gross Sales (1)	$872,113
EBITDA (2)	$310,793

Additional *estimated* expenses a franchised MD Hyperbaric Center Location would incur are set forth below in the following chart:

Calendar Year 2025		
	Amount	***%***
Royalties (3)	*$69,769*	*8.0%*
Marketing (4) ***(****based on 2% of Gross Sales as required in calendar year 2024****)***	*$17,442*	*2%*
Average MD Hyperbaric Center Franchise Technology Fee (5)	*$3,000*	*$250 per Accounting Period per MD Hyperbaric Center Franchise*

(2) Gross Sales consists of the total sales price of all hyperbaric services and all other products and services sold by the MD Hyperbaric Center, including discounts and excluding taxes collected directly from customers and paid to taxing authorities.
(3) EBITDA consists of earnings before interest, taxes, depreciation, and amortization.
(4) Royalties currently consists of 8.0% of Gross Sales as defined above.
(5) Marketing consists of 2% of Gross Sales as defined above. The current Advertising Fund Contribution is 2% of Gross Sales.
(6) MD Hyperbaric Center Franchise Technology Fee is an annual amount we set for each calendar year based on our then current estimated costs payable in installments each Accounting Period; currently $250 per Accounting Period per MD Hyperbaric Center Franchise.

Some MD Hyperbaric Centers have sold and earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Christopher Neal at 1 Carter Road, West Orange, NJ 07052, telephone: 973-985-0739, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2023 TO 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	1	+1
	2025	1	4	+3
Company-Owned*	2023	1	1	0
	2024	1	2	+1
	2025	2	8	+6
Total Outlets	**2023**	**1**	**1**	**0**
	2024	**1**	**3**	**+2**
	2025	**3**	**12**	**+9**

*We do not own or operate any MD Hyperbaric Center Locations ourselves. All company-affiliated MD Hyperbaric Center Locations described in this chart are operated by our affiliates.

TABLE 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
None	2023	0
	2024	0
	2025	0
Total	**2023**	**0**
	2024	**0**
	2025	**0**

Table 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
North Carolina	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	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2025	**1**	**3**	**0**	**0**	**0**	**0**	**4**

TABLE 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Connecticut	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
New York	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	3	0	0	0	4
New Jersey	2023	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Texas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	2	0	0	0	2
Total	**2023**	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**1**	**0**	**0**	**0**	**2**
	2025	**2**	**6**	**0**	**0**	**0**	**8**

Table 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchise Outlets	Projected New Company-Owned Outlets*
Colorado	1	1	0
Connecticut	0	0	0
Florida	7	2	0
Kansas	1	1	0
Illinois	0	0	1
Maryland	1	1	0
Maine	0	0	0
New Jersey	1	1	0
New York	2	2	0
Nevada	3	1	0
North Carolina	2	1	0
Pennsylvania	9	2	0
Texas	3	1	0
Utah	2	1	0
Wisconsin	6	1	0
Total	**38**	**15**	**1**

*We do not own or operate any MD Hyperbaric Center Locations ourselves. All company-affiliated MD Hyperbaric Center Locations described in this chart are operated by our affiliates.

List of Franchisees; List of Former Franchisees

Exhibit F to this disclosure document contains a list of franchisees that operate a MD Hyperbaric Center Franchise as of December 31, 2025.

Exhibit G to this disclosure document contains a list of franchisees that operated a MD Hyperbaric Center Franchise who were terminated, not renewed, or voluntarily or involuntarily ceased to do business under a franchise or other agreement during the last fiscal year ended December 31, 2025, or who failed to communicate with us during the 10 weeks preceding the date of this disclosure document.

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

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchised outlet in an addendum to this disclosure document.

Confidentiality Clauses

During the last 3 fiscal years, we have signed agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit H are the following financial statements:

1. Our audited financial statements for the years ended December 31, 2025 and December 31, 2024.
2. Our unaudited opening balance sheet dated February 5, 2024.

Please note that we have only been in existence since February 2024, and therefore do not have a balance sheet for two previous fiscal year-ends before this Disclosure Document issuance date or statements of operations, stockholders equity, and cash flows for three previous fiscal years.

Our fiscal year end is December 31st of each year.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit B – Franchise Agreement
Exhibit C – Applicant Confidentiality Agreement and Authorization
Exhibit D – Franchise Application

Exhibit J – Sample Form of Administrative Services Agreement

ITEM 23
RECEIPTS

Exhibit K to this disclosure document includes detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS

CALIFORNIA
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7505 or (866) 275-2677
Website: http://www.dfpi.ca.gov/
Email: Ask.DFPI@dfpi.ca.gov

HAWAII
Department of Commerce and Consumer Affairs
Business Registrations Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586 2722

ILLINOIS
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782 4465

INDIANA
Franchise Section
Securities Division
302 W. Washington St., Room E 111
Indianapolis, Indiana 46204
(317) 232 6681

KENTUCKY
Office of the Attorney General
1024 Capital Center Drive
Frankfort, Kentucky 40602
(502) 696 5300

MARYLAND
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

MICHIGAN
Office of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101
(651) 539-1600

NEBRASKA
Department of Banking and Finance
1526 K Street, Suite 300
P.O. Box 95006
Lincoln, Nebraska 68509
(402) 471 3445

NEW YORK
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

NORTH DAKOTA
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
Phone 701-328-2910

OREGON
Division of Consumer and Business Services
Finance and Corporate Securities
350 Winter Street N.E.
Labor and Industries Building, Room 21
Salem, Oregon 97310
(503) 378 4387

RHODE ISLAND
Securities Division
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222 3048

SOUTH DAKOTA
Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

UTAH
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
P.O. Box 146704
Salt Lake City, Utah 84114
(801) 530 6601

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371 9051

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501
(360) 902 8760

WISCONSIN
Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701 or
201 W. Washington, Suite 300
Madison, Wisconsin 53703
(608) 266 8559

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7505 or (866) 275-2677
Website: http://www.dfpi.ca.gov/
Email: Ask.DFPI@dfpi.ca.gov

HAWAII
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registrations Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA
Secretary of State
201 State House
200 W. Washington Street
Indianapolis, Indiana 46204

MARYLAND
Maryland Securities Commissioner
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN
Department of Labor & Economic Growth
Commercial Services & Corporations Bureau
611 W. Ottawa Street
Lansing, Michigan 48909

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101
(651) 539-1600

NEW YORK
Secretary of State of New York
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

NORTH DAKOTA
Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
Phone 701-328-2910

OREGON
Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND
Director
Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903

SOUTH DAKOTA
Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre SD 57501

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN
Commissioner of Securities
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT B

FRANCHISE AGREEMENT



MD HYPERBARIC CENTER FRANCHISE

FRANCHISE AGREEMENT

[INSERT DESCRIPTION OF TARGET AREA OR MD HYPERBARIC CENTER LOCATION]

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Summary Pages

Exhibits:

A. Personal Guaranty and Principals' Undertaking
B. Confidentiality Agreement and Covenant Not To Compete
C. Authorization Agreement for Pre-Authorized Payments
D. Lease Rider
E. Map of the Target Area or MD Hyperbaric Center Franchise Territory (if deemed necessary by Franchisor)

State Addenda to Franchise Agreement

SUMMARY PAGES

Effective Date: _____

Franchisee: _____

Franchisee Corporate Address: _____

_____

MD Hyperbaric Center Location (if/when known):_____

_____

Phone Number: _____ Email Address: _____

Controlling Principal: _____

Authorized Care Provider (if different from the Controlling Principal): _____

Term: 10 years from the Effective Date

Successor Franchises: up to 2 consecutive successor Franchise Agreements of 5 years

Target Area (if applicable): The geographic area encompassed within _____, and reflected on the map attached as Exhibit E, as existing on the Effective Date.

MD Hyperbaric Center Franchise Territory: The geographic area encompassed within _____ _____and reflected on the map attached as Exhibit E, as existing on the Effective Date.

Required Opening Date (180 days from Effective Date): _____

Initial Franchise Fee: $50,000, payable in full upon execution of this Agreement.

Royalty Fee: Either the Percentage Royalty Fee or the Fixed Royalty Fee, as designated below (select one):

___ Percentage Royalty Fee: 8% of Gross Sales per Accounting Period from the Opening Date.

___ Fixed Royalty Fee:

Accounting Periods	Dollar Amount per Accounting Period*
1 to 12	$4,500
13 to 24	$5,500
25 to 36	$6,500
37 to 48	$7,500
49 to 60	$8,500
61 to 72	$8,500
73 to 84	$8,500
85 to 96	$8,500
97 to 108	$8,500
109 to 120	$8,500

**If Franchisor adjusts the Accounting Period in accordance with its rights under this Agreement, the Dollar amount will be increased or decreased to equate to an approximate prorata dollar*

amount applicable for the current duration of the Accounting Period. For example purposes only, if the Accounting Period was changed to a calendar week (i.e., approximately a 1 to 4 change), the low fixed Royalty Fee in the above chart would be $1,125 and the high fixed Royalty Fee in the above chart would be $2,125.

Grand Opening Ad Expenditure: Up to $2,500 in accordance with Section 10(a) of this Agreement.

Local Ad Expenditure: 1% of Gross Sales; provided that Franchisor may increase the Local Ad Expenditure up to 4% of Gross Sales upon written notice to Franchisee in accordance with 10(b) of this Agreement.

Advertising Fee: 2% of Gross Sales; provided that Franchisor may increase the Advertising Fee up to 4% of Gross Sales upon written notice to Franchisee in accordance with 10(f) of this Agreement.

Ad Fund Contribution: 0% of Gross Sales per Accounting Period; provided that Franchisor may create an Ad Fund and thereafter increase the Ad Fund Contribution up to 4% of Gross Sales upon written notice to Franchisee in accordance with Section 10(d)of this Agreement.

Area Cooperative Contributions: 0% of Gross Sales per Accounting Period; provided that Franchisor may create an Area Cooperative in Franchisee's DMA and thereafter increase the Area Cooperative Contribution up to 4% of Gross Sales upon written notice to Franchisee in accordance with Section 10(e) of this Agreement.

Non-Compliance Fees: $1,000 for each deviation from a contractual requirement under this Agreement, including any Brand Standards, identified in writing by Franchisor, provided that the Non-Compliance Fee will double to $2,000 if Franchisor discovers that the same (or a substantially similar) deviation on one or more consecutive, subsequent visits to or inspections of the MD Hyperbaric Center Franchise and will double again to $4,000 for the second and each subsequent repeat deviation. (The Non-Compliance Fee does not apply to payment defaults for which Franchisor may charge interest).

Technology Fee: An amount Franchisor sets for each calendar year based on its then current costs and payable in installments each Accounting Period; currently $250 per Accounting Period.

Transfer Fee: $10,000

Successor Fee: $20,000

Addresses for Notices:

Franchisor: MDH Franchisor LLC
1 Carter Road
West Orange, NJ 07052
Attn: Christopher Neal, CEO
Email: chris@mdhyperbaric.com

Franchisee: Mailing address for Franchisee Corporate Office shown above.

Insurance Requirements (*if Franchisee operates a MD Hyperbaric Center Franchise Administrative Services Business, the Authorized Care Providers must also obtain and maintain the same insurance, including specifically professional liability insurance*):

Mandatory

Commercial general liability insurance, including products liability coverage, and broad form contractual liability coverage, written on an "occurrence" policy form in any amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate. Such insurance will insure the contractual liability of Franchisee under this Franchise Agreement.

Professional liability insurance written on an "occurrence" or "claims made" policy form in any amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate; provided that "claims made" policy if must include an extended reporting period (tail coverage) endorsement.

"All Risk" or "Special Form" property insurance covering: (a) the building(s) used for the MD Hyperbaric Center Franchise, equipment and inventory of the MD Hyperbaric Center Franchise, including plate glass coverage, on a full 100% repair or replacement value basis, (b) business interruption/business income insurance (at least 1 year of actual loss sustained), including extra expense insurance, so as to re-establish normal business operations, and (c) loss of rents insurance covering a minimum of 1 year fixed minimum rent.

Workers' compensation insurance in the minimum amount mandated by Applicable Laws in Franchisee's state's law (if applicable), unless Franchisee's state requires or permits employers to participate in a state-administered insurance pool (in which case Franchisee either must or may adopt and maintain a qualifying plan, as applicable).

Umbrella Liability insurance coverage of not less than $5,000,000 over the basic Comprehensive General Liability insurance coverage and Professional liability insurance.

Recommended (not mandatory)

Business automobile liability insurance written on an "occurrence" policy form in an amount of not less than $1,000,000 combined single limit per occurrence and in the aggregate, including owned, leased, non-owned and hired automobile coverage (only required if Franchisee or any of its employees use an automobile in connection with any aspect of operating the MD Hyperbaric Center Franchise or if one or more of the officers or other employees of Franchisee maintain automobiles which are owned or leased by Franchisee).

Employment Practices liability insurance written on an "claims made" policy form in an amount of not less than $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate.

Ownership Information and Principals:

The following is a list of stockholders, partners or other interest holders in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest
1.	
2.	
3.	

The following is a list of Franchisee's "Principals" described in and designated pursuant to the Franchise Agreement, each of whom will execute the Personal Guaranty and Principals' Undertaking form set forth in Exhibit A unless otherwise agreed by Franchisor.

Name	Address
1.	
2.	
3.	

Disclosure Law Compliance:

Delivery Date of Disclosure Document: _____, 202__.

Delivery Date of completed copy of this Agreement: _____, 202__.

MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into by and between Franchisor and Franchisee and is effective as of the Effective Date. The Summary Pages to this Agreement are an integral part of this Agreement.

1. Recitals. Franchisor has, through the expenditure of time, skill, effort and money, developed the System for businesses that offer and sells HBOT products and services under the Marks and System. Franchisee desires to obtain the right, and Franchisor is willing to grant Franchisee the right, to develop a MD Hyperbaric Center Franchise using the System and Marks at the MD Hyperbaric Center Location in accordance with the terms of this Agreement, which may include either (1) Franchisee's direct ownership and operation of the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location if permitted under Authorized Care Provider Regulations or (2) Franchisee's development and operation of a MD Hyperbaric Center Franchise Administrative Services Business that provides the MD Hyperbaric Center Franchise and Administrative Services to Authorized Care Providers through a MD Hyperbaric Center Franchise Administrative Services Agreement at a MD Hyperbaric Center Location, all in accordance with all applicable Authorized Care Provider Regulations. The parties have entered into this Agreement to evidence the terms and conditions of their relationship.

2. Definitions. The following terms are used in this Agreement with the meanings assigned below:

Accounting Period means each calendar month during the Term; provided that Franchisor may change the Accounting Period during the Term upon 30 days' prior written notice to Franchisee, but it will not be shorter than a calendar week or longer than a calendar month.

Action means a suit, proceeding, claim, demand, investigation, or inquiry, whether formal or informal.

Ad Fund means a separate and segregated advertising and marketing fund Franchisor administers for the purpose of enhancing the goodwill and public image of the System through advertising and promotions.

Ad Fund Contribution means the periodic Ad Fund Contribution in the amount identified on the Summary Pages payable if/when an Ad Fund is created.

Administrative Services Agreement means, in the context of a MD Hyperbaric Center Franchise that operates as a MD Hyperbaric Center Franchise Administrative Services Business, an agreement or set of agreements that relate to the MD Hyperbaric Center Franchise and Administrative Services performed by Franchisee on behalf of Authorized Care Providers related to the Approved Items offered and provided by the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location. The Administrative Services Agreement must be prepared by Franchisee in accordance with Authorized Care Provider Regulations and, at Franchisor's election, must be approved by Franchisor in writing. Franchisor's approval of an Administrative Services Agreement does not, in any way, constitute any representation or warranty by Franchisor that the Administrative Services Agreement complies with Authorized Care Provider Regulations – Franchisor's approval only indicates that Franchisor does not object to Franchisee's use of the Administrative Services Agreement. To the extent that Franchisor supplies Franchisee with form sample Administrative Services Agreements, Franchisor only does so as to inform Franchisee as to the types of Administrative Services Agreements that Franchisor, typically, will not object to. At all times Franchisee must have an independent lawyer employed directly by Franchisee to review and approve of all Administrative Services Agreements used by Franchisee, even if the

Administrative Services Agreement is a proposed agreement provided to Franchisee by Franchisor. At no time does Franchisor make any representation and/or warranty as to any Administrative Services Agreement and to the extent that Franchisor provides Franchisee with a sample Administrative Services Agreement the same is provided to Franchisee "AS IS" and without any representation or warranty whatsoever including, but not limited to, any representation as to the fitness of the Administrative Services Agreement for the MD Hyperbaric Center Franchise. To the extent that Franchisor approves of an Administrative Services Agreement proposed by Franchisee, Franchisor does so on an "AS IS" basis and without any representation or warranty whatsoever including, but not limited to, any representation as to the fitness of the Administrative Services Agreement for the MD Hyperbaric Center Franchise.

Adverse Change of Law means the adoption, promulgation, modification or reinterpretation after the Effective Date by any Governmental Authority in the United States (as to Franchisor) or the state or local jurisdiction in which the MD Hyperbaric Center Franchise is located (as to Franchisee), of any Applicable Laws which action materially and adversely affects Franchisor's or Franchisee's ability to enjoy the economic benefits of this Agreement or to enforce its rights hereunder or thereunder, including the ability to develop and perform administrative services for and/or operate a MD Hyperbaric Center Franchise or manufacture, distribute, advertise, offer or sell any proprietary Approved Items. An Adverse Change of Law does not constitute an Event of Force Majeure.

Advertising Fee means the periodic advertising fee payable to Franchisor in the amount identified on the Summary Pages if an Advertising Fee is required.

Affiliate means a Person that controls, is controlled by or is under common control with another Person, either by virtue of equity ownership, by contract or by other means.

Applicable Laws means any and all applicable provisions of any (a) constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, (b) approvals from any Governmental Authority and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority.

Applicable Practice of Medicine Licenses means any required license, certification, authorization or permit related to the offering of HBOT and other related healthcare services offered and sold through the MD Hyperbaric Center Franchise.

Approved Items means all approved or permitted leasehold improvements, furniture, fixtures, equipment (including Technology and Information Systems and Hyperbaric Chambers), signage, trade dress, HBOT supplies, products and items and other products and services that are used, offered or sold through MD Hyperbaric Center Franchises generally, including the MD Hyperbaric Center Franchise. Approved Items may include items that are either branded with the Marks or developed, produced, created or manufactured using Franchisor's or its Affiliates' proprietary creations, Trade Secrets or other Confidential Information, and designated as proprietary by Franchisor from time to time in the Brand Standards Manual.

Area Cooperative means a cooperative advertising association consisting of the MD Hyperbaric Center Franchises located within a DMA.

Artificial Intelligence means a field of science concerned with building computers and machines that can reason, learn, and act in such a way that would normally require human intelligence or that involves data whose scale exceeds what humans can analyze.

Authorized Care Provider Regulations mean all applicable federal, state and local rules and regulations that relate to the ownership and operation of a MD Hyperbaric Center Franchise, the Approved Items, MD Hyperbaric Center Franchise and Administrative Services, Administrative Services Agreements, and the operations of a MD Hyperbaric Center Franchise Administrative Services Business including, but not limited, laws related to actions that an Authorized Care Provider may or may not engage in regarding ownership, diagnosis, treatment, supervision, delegation, flow of funds and the actions that Franchisee may or may not engage in. Without limitation to the foregoing, Authorized Care Provider Regulations shall include all health law regulations and rules including, but not limited to, health information privacy laws such as the Health Insurance Portability and Accountability Act of 1996.

Authorized Care Providers means those licensed individuals, professional corporations and other individuals and entities that, under applicable federal, state and local rules and regulations are trained, authorized and permitted to perform, offer, provide, oversee, and manage the delivery and performance of HBOT and such other Approved Items that such individual and/or Business Entity performs, offers, provides, oversees, and/or manages through and/or on behalf of a MD Hyperbaric Center Franchise.

Brand Standards means the mandatory and suggested specifications, standards, operating procedures and rules that Franchisor prescribes from time to time for the development and operation of a MD Hyperbaric Center Franchise and any other information Franchisor provides to Franchisee during the Term relating to Franchisee's operation of the MD Hyperbaric Center Franchise or to any other of Franchisee's obligations under this Agreement and related agreements, whether or not provided in writing in the Brands Standards Manual.

Brand Standards Manual means and collectively includes all manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice (i.e., the Brand Standards) relating to a MD Hyperbaric Center Franchise's development and performance of administrative services and/or operations, and to marketing the Approved Items offered and sold through MD Hyperbaric Center Franchises. The Brand Standards Manual discloses certain elements of Franchisor's proprietary System, and its contents are and will remain Franchisor's Trade Secrets and exclusive property.

Business Entity means a corporation, a general or limited partnership, a limited liability company or any other type of business entity.

Charter Documents means a corporation's articles of incorporation, by-laws and shareholders agreement (if any); a partnership's partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company's articles of association and regulations or operating agreement; and comparable governing documents of any other type of business entity.

Competing Business means any health and wellness services business that offers and sells HBOT products and services to third parties through any means of distribution, and/or any management, administrative services or marketing services business providing services directly or indirectly to such health and wellness services business.

Confidential Information means Franchisor's proprietary and confidential information relating to the development and performance of administrative services and/or operation of a MD Hyperbaric Center Franchise, including:

1. Technology and Information Systems prescribed for use in a MD Hyperbaric Center Franchise, including the MD Hyperbaric Center Franchise Operating System (if applicable);

2. Identity of suppliers and knowledge of Brand Standards for and suppliers of Approved Items, including Hyperbaric Chambers;

3. Methods of training relating to a MD Hyperbaric Center Franchise;

4. The Brand Standards, the Brand Standards Manual, any other proprietary materials and knowledge, know-how or experience used or obtained in managing, developing and/or operating a MD Hyperbaric Center Franchise;

5. Sales, marketing and advertising programs and techniques for a MD Hyperbaric Center Franchise;

6. Knowledge of operating results and financial performance of a MD Hyperbaric Center Franchise, other than the MD Hyperbaric Center Franchises associated with Franchisee;

7. General Manager, Authorized Care Provider, Technician and other employee and training policies and procedures;

8. Franchisor's culture and all initial and refresher training programs;

9. Site selection criteria, general contractor and architect criteria and Trade Dress for a MD Hyperbaric Center Franchise, and plans and specification for the development of a MD Hyperbaric Center Franchise;

10. Customer Information and other information (including earnings information) regarding Franchisor's personnel and Customers and those of other franchisees and licensees of Franchisor;

11. Franchisee recruiting methods and procedures, and selection criteria;

12. Business performance measurement systems;

13. Business planning process and procedures used by Franchisor and Franchisee related to development and performance of administrative services and/or operation of one or more MD Hyperbaric Center Franchises; and

14. All other information that Franchisor provides Franchisee and designates proprietary or confidential, including information provided to Franchisee through the MD Hyperbaric Center Franchise Intranet.

Confidentiality Agreement and Covenant Not To Compete means the confidentiality agreement and covenant not to compete form attached to this Agreement as Exhibit B.

Continuing Fees means all Royalty Fees, Local Ad Expenditures (when paid to Franchisor), Advertising Fees, Ad Fund Contributions, Area Cooperative Contributions, MD Hyperbaric Center Franchise Technology Fees and any other periodic fees and payments due under this Agreement.

Control or **Controlling Interest** means the possession, directly or indirectly, of the power to direct or cause the direction, of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

Controlling Principal means one of the Principals who meets Franchisor's requirements and is approved by Franchisor, and who is appointed by Franchisee to supervise and manage all aspects of Franchisee's business and to deal exclusively with Franchisor and its staff for purposes of administering and coordinating the relationship created by this Agreement. Franchisee's first Controlling Principal is identified on the Summary Pages.

Copyrighted Materials refers to and includes all versions, variations and adaptations of the following materials in tangible form, either produced by Franchisor, produced on its behalf as works for hire, or derived from works produced by or on behalf of Franchisor: (i) all manuals used in a MD Hyperbaric Center Franchise's development and performance of administrative services and/or operation of a MD Hyperbaric Center Franchise, including but not limited to the Brand Standards Manual, (ii) all training and other training materials (including printed, audio, video or electronic materials), (iii) MD Hyperbaric Center Location plans and specifications, (iv) designs and graphics, (v) product and service identification posters, photographs and graphics, (vi) advertising and marketing materials, (vii) labels, forms and reports provided by Franchisor, (viii) any proprietary computer software developed for use in the development and performance of administrative services and/or operation of a MD Hyperbaric Center Franchise, including but not limited to the MD Hyperbaric Center Franchise Operating System (if applicable), (ix) all Trade Dress and Trade Dress elements for Approved Items for the MD Hyperbaric Center Franchise, and (x) any other materials protected by copyright law or marked or identified by Franchisor as protected by copyright.

Crisis Management Event means any event that occurs at or otherwise involves the MD Hyperbaric Center Franchise or the MD Hyperbaric Center Location, or that occurs generally at a local, regional, national or even global scale, which has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, food borne illnesses or any other similar circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

Customer is a paying or other customer of a MD Hyperbaric Center Location who purchases or considers purchasing products or services at a MD Hyperbaric Center Location.

Customer Information means any information that: (i) can be used (alone or when used in combination with other information within Franchisee's control) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Customer Information can be in any media or format, including computerized or electronic records as well as paper-based files.

Dispute means any claim, controversy or dispute that arises under, or in relation to, this Agreement or concerns the relationship created by this Agreement.

DMA means Designated Market Area, an advertising term that Neilson Rating Service or its successor uses to demarcate the primary coverage of broadcast and print media in given markets. The boundaries of a particular DMA will be determined by reference to television coverage.

Dollars or $ means currency of the United States of America.

Effective Date means the date Franchisor signs this Agreement, as indicated in the Summary Pages and/or in its signature block.

Event of Default means any breach of this Agreement, including without limitation, those breaches expressly described in this Agreement.

Event of Force Majeure means acts of God, strikes, war, riot, epidemic, pandemic, fire or other natural catastrophe, terrorist acts or government actions resulting from terrorist acts, or other similar extraordinary or unnatural forces beyond Franchisee's or Franchisor's control which, as applicable, materially and adversely affect the condition, use or operation of the MD Hyperbaric Center Franchise or which effect Franchisor's ability to perform its obligations under this Agreement.

Franchisee means the Franchisee identified on the Summary Pages of this Agreement.

Franchisor means MDH Franchisor LLC, a Delaware limited liability company, or its successors and assigns to this Agreement.

General Manager means an individual appointed by Franchisee who meets Franchisor's minimum requirements and who will supervise and manage the MD Hyperbaric Center Franchise's day-to-day non-medical operations if the Controlling Principal will not supervise and manage all aspects of the MD Hyperbaric Center Franchise's non-medical day-to-day operations.

Grand Opening Ad Expenditure means the expenses to be incurred by Franchisee in connection with advertising and otherwise promoting the opening of the MD Hyperbaric Center Franchise.

Gross Sales means the aggregate of all revenue and income from whatever source derived, whether or not collected by Franchisee and whether it is in the form of check, cash, credit or otherwise, arising out of, in connection with or relating to the MD Hyperbaric Center Franchise including, without limitation, (a) income from the sale of any Approved Items sold to Customers; (b) income from any other types of products sold or services provided; and (c) all proceeds from any business interruption insurance, but excluding (i) all refunds, cancellation fees and discounts made in good faith to a Customer; (ii) any sales, goods and services and equivalent taxes which are collected by Franchisee for or on behalf of any governmental or other public body and actually remitted to such body; (iii) tips paid by Customers to MD Hyperbaric Center Franchise personnel; and (iv) the value of any gift card, coupon, voucher or other allowance authorized by Franchisor and issued or granted to Customers of the MD Hyperbaric Center Franchise which is received or credited by Franchisor in full or partial satisfaction of the price of any Approved Items offered in connection with the MD Hyperbaric Center Franchise.

Governmental Authority means in any jurisdiction where Franchisor or Franchisee carry on business or holds assets, any nation or government, any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality of the United States of America or any political subdivision thereof; any court, tribunal or arbitrator; and any self-regulatory organization.

HBOT means Hyperbaric Oxygen Therapy.

Indemnified Parties means Franchisor, its Affiliates, and their respective officers, directors, shareholders, partners, members, managers, agents, representatives, independent contractors, attorneys, accountants, employees, successors and assigns.

Initial Franchise Fee means the initial franchise fee identified on the Summary Pages of this Agreement payable in connection with the purchase of the Franchise.

Local Ad Expenditure means the local advertising expenditure in the amount set forth on the Summary Pages.

Losses and Expenses means all compensatory, exemplary, incidental, consequential, or punitive damages (including lost profits); all fines, charges, costs, or expenses imposed by courts or other governmental authorities or by arbitrators; reasonable attorneys' fees and all court or arbitration costs, settlement amounts, or judgments relating to litigation or arbitration; compensation for damages to Franchisor's reputation and goodwill; costs of or resulting from Franchisee's delays, costs of any necessary corrective advertising material and media time/space, and costs of changing, substituting, or replacing advertising; and all expenses of recall, refunds, compensation to third parties, public notices, and other similar amounts incurred in connection with the matters for which Losses and Expenses are to be paid.

Marks refers to and includes (i) the "MD Hyperbaric" service mark and logo, (ii) the "MD Hyperbaric" trade name, (iii) the elements and components of a MD Hyperbaric Center Franchise's Trade Dress, and (iv) any and all additional, different or replacement trade names, trademarks, service marks, logos and slogans that Franchisor adopts from time to time to identify the System and the Approved Items offered through MD Hyperbaric Center Franchises.

MD Hyperbaric Center Franchise means, if permitted by applicable laws, rules and regulations including, but not limited to, Authorized Care Provider Regulation, the Franchisee's ownership and operation of a HBOT center that operates from a fixed, physical bricks and mortar on a year-round basis at the MD Hyperbaric Center Location in accordance with the terms of this Agreement, the System, and the Brand Standards Manual. At all times, Franchisee must directly operate, maintain and control the MD Hyperbaric Center Franchise. If, under applicable laws, rules and regulations including, but not limited to, Authorized Care Provider Regulations, Franchisee is not permitted to directly own and operate the MD Hyperbaric Center Franchise then the term MD Hyperbaric Center Franchise shall refer to and mean a MD Hyperbaric Center Franchise Administrative Services Business that offers and provides MD Hyperbaric Center Franchise and Administrative Services in accordance with the terms of this Agreement, the System and the Brand Standards Manual to a HBOT center that operates from a fixed, physical bricks and mortar on a year-round basis at the MD Hyperbaric Center Location.

MD Hyperbaric Center Franchise Administrative Services Business means a MD Hyperbaric Center Franchise that offers and provides MD Hyperbaric Center Franchise and Administrative Services.

MD Hyperbaric Center Franchise and Administrative Services means those services authorized by Franchisor as set forth in the Brand Standards Manual and to be further described in the Administrative Services Agreement that Franchisee will enter into, including and relating to (a) the development and maintenance of the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location designated and established in accordance with the terms of this Agreement; (b) services involving the subleasing and/or license of the MD Hyperbaric Center Franchise to Authorized Care Providers subject to an Administrative Services Agreement; (c) administrative services related to the administration of the MD Hyperbaric Center Franchise in connection with all Approved Items where such administrative services do not violate Authorized Care Provider Regulations or other Applicable Laws; (d) all services and/or products that Franchisor authorizes for an Administrative Services Agreement; and (e) all other services and products that Franchisor, in Franchisor's judgement, designates and authorizes in the Brand Standards Manual and as Franchisor, in Franchisor's judgment, may supplement and modify from time to time. Notwithstanding anything contained herein to the contrary, to the extent the MD Hyperbaric Center Franchise and Administrative Services are governed by and/or subject to Authorized Care Provider Regulations and/or any other federal, state or local rules or regulations that prohibit and/or otherwise restrict Franchisor's determination as to the required MD Hyperbaric Center Franchise and

Administrative Services, the foregoing definition shall be interpreted to provide Franchisor with the fullest discretion and ability to specify and designate the MD Hyperbaric Center Franchise and Administrative Services without violating the Authorized Care Provider Regulations and Applicable Laws. At all times Franchisee is responsible for ensuring that Franchisee shall comply with Authorized Care Provider Regulations and all other Applicable Laws related to the MD Hyperbaric Center Franchise.

MD Hyperbaric Center Franchise Intranet means a web-based communications network that permits members of the MD Hyperbaric Center Franchise Network to communicate electronically with each other and through which Franchisor may, at its option, make accessible various materials to Franchisee, including the Brand Standards Manual, training materials and official notices.

MD Hyperbaric Center Franchise Network means all Franchisor-owned or affiliated and franchisee-owned MD Hyperbaric Center Franchises and MD Hyperbaric Center Locations in the United States.

MD Hyperbaric Center Franchise Operating System any proprietary or other operations and management hardware or software systems that are may be developed and/or used by Franchisor to assist in the operation of MD Hyperbaric Center Franchises.

MD Hyperbaric Center Franchise Technology Fee means the fee identified on the Summary Pages (if applicable) and payable with respect to the continuing research, development and/or implementation of technology-based innovations for the System, including innovations in Technology and Information Systems, the MD Hyperbaric Center Franchise Operating System and other systems related to the development and operation of MD Hyperbaric Center Franchises.

MD Hyperbaric Center Franchise Website means an internet website that Franchisor may develop and maintain to advertise and promote the MD Hyperbaric Center Franchise Network generally, and the Approved Items that members of the MD Hyperbaric Center Franchise Network offer, and to facilitate the sale of Franchises for a MD Hyperbaric Center Franchise.

MD Hyperbaric Center Location means the physical address and premises from which the MD Hyperbaric Center Franchise is performs administrative services and/or operates in accordance with this Agreement, as described on the Summary Pages.

MD Hyperbaric Chamber means the then currently approved make and model of HBOT chamber authorized for use in the System, which will be part of the Approved Items for a MD Hyperbaric Center Franchise.

Non-Compliance Fees means the amount to be paid to Franchisor in connection with non-monetary contractual deviations or defaults under this Agreement.

Ownership Interest means any direct or indirect, legal or beneficial ownership interest of any type, including but not limited to (a) in relation to a corporation, the ownership of shares in the corporation; (b) in relation to a partnership, the ownership of a general partner or limited partnership interest; (c) in relation to a limited liability company, the ownership of a membership interest; or (d) in relation to a trust, the ownership of the beneficial interest of such trust.

Permanent Disability means any physical, emotional or mental injury, illness or incapacity that would prevent an individual from performing the obligations set forth in this Agreement or in the Personal Guaranty and Principals' Undertaking for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties

disagree as to whether an individual is permanently disabled, the existence of permanent disability will be determined by a licensed practicing physician selected by Franchisor, upon examination of the individual; or if the individual refuses to submit to an examination or provide the results of the examination to Franchisor in a manner reasonably satisfactory to Franchisor, then the individual automatically will be considered permanently disabled as of the date of refusal. The costs of any such examination will be paid by Franchisor.

Person means an individual or a Business Entity.

Personal Guaranty and Principals' Undertaking means the Personal Guaranty and Principals' Undertaking attached to this Agreement at Exhibit A.

Principal means collectively or individually, all officers and directors of Franchisee or any Affiliate of Franchisee and Persons holding a direct or indirect Ownership Interest in Franchisee or in any Affiliate of Franchisee, in the Franchise, this Agreement or any interest in or right under this Agreement, all or substantially all of the assets of the MD Hyperbaric Center Franchise or an interest therein or in the revenues or income thereof, as designated by Franchisor. The initial Principals are listed on the Summary Pages to this Agreement.

Privacy Laws means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Client Information in any way, including medical services related laws such as the Health Insurance Portability and Accountability Act of 1996, data protection laws such as EU General Data Protection Regulations 2016/679 ("GDPR"), the California Consumer Protection Act of 2018 and other similar laws, rules or regulations, laws regulating marketing communications and/or electronic communications such as the CAN-SPAM Act and "Do Not Call" laws rules and regulations, information security regulations, the most current Payment Card Industry Data Security Standard, ISO 27001, ISO 27002, and security breach notification rules.

Prospectus means a statutory prospectus (preliminary or final), a private placement memorandum or any similar document that a company may use to convey information about a Securities Offering.

QSC Reviews means physical, on-site visits to a MD Hyperbaric Center Franchise or its operating activities during which Franchisor's representatives conduct either (i) formal inspections to determine the degree to which a MD Hyperbaric Center Franchise's operation satisfies Franchisor's quality, service and cleanliness standards, or (ii) informal reviews to evaluate the staff's compliance with the Brand Standards.

Required Opening Date means the Required Opening Date identified on the Summary Pages.

Royalty Fee means the continuing royalty fee identified on the Summary Pages payable with respect to Franchisee's continued use of the Marks and System in connection with the operation of the MD Hyperbaric Center Franchise, which may be a percentage of Gross Sales Royalty Fee or fixed Royalty Fee as set forth on the Summary Pages.

Securities Offering means a public offering or private placement of any equity or debt securities or of any securities convertible into or exchangeable for equity securities by Franchisee or, if any of the proceeds of the offering are to be invested in or loaned to Franchisee, or if the Prospectus an Affiliate uses in connection with the offering mentions Franchisor or describes the relationship between Franchisor and Franchisee, by any Affiliate of Franchisee.

Social Media means any and all existing or future forms of electronic communication, whether for business or personal use (including via internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos) through which users create or use online networks or communities (including but not limited through online communities such as Facebook, X (formerly Twitter), Instagram, SnapChat, LinkedIn, YouTube, Yelp or Wikipedia and other similar content sharing outlets) to share information, ideas, personal messages, and other online content.

Special Facilities mean both (a) a MD Hyperbaric Center Franchise, or similar fixed installation that contains all necessary items to offer and sell a full or limited range of Approved Items, and is located in an airport, sports arena, train or bus station, theme park, military base, higher education campus, office building, convention centers or other special use facility (excluding enclosed shopping malls); and (b) a booth, mobile dispensing unit (such as a customized RV) or other mobile installation at or from which select Approved Items may be offered and sold to Customers, any of which may operate on a permanent, temporary or seasonal basis.

Successor Fee means the successor fee identified on the Summary Pages.

Summary Pages means the pages that appear at the beginning of this Agreement that summarize certain key information concerning the parties' relationship and the terms of this Agreement.

System means development guidelines, opening guidelines, operational guidelines, initial and ongoing training programs, business methods, designs, arrangements and Brand Standards for the development and performance of administrative services and/or operation of MD Hyperbaric Center Franchises, MD Hyperbaric Center Franchise Administrative Services Businesses, MD Hyperbaric Center Franchises, or MD Hyperbaric Center Locations, including those pertaining to site selection, conversion, construction, exterior and interior building design, layouts, leasehold improvements, furniture, fixtures, equipment, signage, trade dress, HBOT supplies and products and other products and services that are used, offered or sold through MD Hyperbaric Center Franchises generally, methods of inventory control and requirements and policies regarding personnel, accounting and financial performance, advertising and marketing programs and Technology and Information Systems, all of which Franchisor may improve, further develop or otherwise modify from time to time.

Technician means a licensed and trained HBOT technician who will perform HBOT services for Customers at the MD Hyperbaric Center Location under appropriate supervision of an Authorized Care Provider as required by Applicable Laws.

Technology and Information Systems means electronic systems prescribed for use to collect, compute, store and report a MD Hyperbaric Center Franchise's Gross Sales, other financial data and operating information, such as cash registers or other point of sale systems, computers, peripheral equipment and related software programs, including the MD Hyperbaric Center Franchise Operating System (if applicable) or any other similar hardware and software designated for use in the Brand Standards.

Term means the term identified on the Summary Pages.

Trade Dress means decorative, non-functional components of a MD Hyperbaric Center Location that provide the establishment a distinctive, memorable appearance.

Trade Secrets means the components of the System, the contents of the Brand Standards Manual and of all employee training materials and computer programs developed by Franchisor or in accordance with the Brand Standards, Confidential Information and any other confidential information that

Franchisor imparts to Franchisee with respect to a MD Hyperbaric Center Franchise's development and performance of administrative services and/or operation, whether through the Brand Standards Manual or otherwise.

Training Team means Franchisee's Controlling Principal/Authorized Care Provider, General Manager, and up to two Technicians (and any replacements or successors thereto) who must attend and timely and successfully complete Franchisor's initial training program.

Transfer means the voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, inter-vivos transfer, testamentary disposition or other disposition of (1) the MD Hyperbaric Center Franchise, the MD Hyperbaric Center Franchise, this Agreement or any interest in or right under this Agreement, or of all or substantially all of the assets of the MD Hyperbaric Center Franchise or in an interest therein, including (a) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (b) any transfer upon Franchisee's death or the death of any of the Principals by will, declaration of or transfer in trust or under the laws of intestate succession; or (b) any foreclosure upon the MD Hyperbaric Center Franchise or the transfer, surrender or loss by Franchisee of possession, control or management of the MD Hyperbaric Center Franchise or (2) of any direct or indirect Ownership Interest in Franchisee or revenues or income of the MD Hyperbaric Center Franchise, including (a) any transfer, redemption or issuance of a legal or beneficial Ownership Interest in Franchisee or any Business Entity that has an Ownership Interest in Franchisee or of any interest convertible to or exchangeable for a legal or beneficial Ownership Interest in Franchisee or any Business Entity that has an Ownership Interest in Franchisee; (b) any merger or consolidation between Franchisee or any Business Entity that has an Ownership Interest in Franchisee and another Business Entity, whether or not Franchisee is the surviving Business Entity; (c) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (d) any transfer upon Franchisee's death or the death of any of the Principals by will, declaration of or transfer in trust or under the laws of intestate succession; or (3) any foreclosure upon the MD Hyperbaric Center Franchise or the transfer, surrender or loss by Franchisee of possession, control or management of the MD Hyperbaric Center Franchise. No Person (including any employee or independent contractor) may hold any Ownership Interest in the MD Hyperbaric Center Franchise other than an undivided interest in the MD Hyperbaric Center Franchise as a whole, and then only in compliance with the transfer restrictions in this Agreement.

Transfer Fee means the transfer fee identified on the Summary Pages.

3. Grant of Franchise.

(a) Franchisor grants to Franchisee a Franchise, and Franchisee accepts the MD Hyperbaric Franchise and obligation to develop and operate, the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location set forth in the Summary Pages to this Agreement. The MD Hyperbaric Center Franchise shall only offer and sell Approved Items or other authorized products or services through the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location, using the System and Marks in accordance with the Brand Standards. Franchisee may not sell or permit the sale of any Approved Items to any wholesale customer, or sell or permit the sale of any Approved Items from catalogues, an internet website or a Special Facility without our prior written permission.

(b) Franchisee's use of any of the Marks or any element of the System in the operation and/or management of a business at any other address or in any other channel of distribution without Franchisor's express prior written authorization will constitute willful infringement of Franchisor's rights in the Marks and the System. Franchisee is specifically prohibited from sublicensing, assigning, or

delegating to others any of Franchisee's rights or obligations under this Agreement except pursuant to an Administrative Services Agreement, if applicable.

(c) Franchisee's right to operate the MD Hyperbaric Center Franchise and to use the Marks or any element of the System for the operation of the MD Hyperbaric Center Franchise is contingent upon Franchisee's full compliance with all Applicable Laws, including but not limited to any Practice of Medicine Laws, and Franchisee's timely procurement and maintenance of any and all permits, certificates or licenses necessary for the full and proper conduct of the MD Hyperbaric Center Franchise under Applicable Laws, including, without limitation, licenses to do business, trade name registrations, Applicable Practice of Medicine Licenses and sales tax permits.

(d) So long as Franchisee, its Affiliates and the Principals are in full compliance with this Agreement and all other agreements between Franchisee, its Affiliates and the Principals and Franchisor or its Affiliates, then Franchisor will not develop, operate or authorize anyone except Franchisee to develop, perform administrative services and/or operate a full size MD Hyperbaric Center Franchise from a fixed, physical bricks and mortar retail premises located within the MD Hyperbaric Center Franchise Territory.

(e) Franchisor and its Affiliates (and their respective successors and assigns, by purchase, merger, consolidation or otherwise) reserve all rights that this Agreement does not expressly grant to or confer upon Franchisee, including, without limitation and notwithstanding Section 3(d) above:

(i) The right to establish and operate and license others to establish and operate Special Facilities inside or outside the MD Hyperbaric Center Franchise Territory, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(ii) The right to establish, operate and license others to establish and operate MD Hyperbaric Center Franchises at fixed, physical bricks and mortar retail premises located anywhere other than within the MD Hyperbaric Center Franchise Territory, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise and regardless of whether these establishments market their products and services in, or draw Customers from, areas in or around the MD Hyperbaric Center Franchise Territory.

(iii) The right to distribute private label or pre-packaged Approved Items, apparel, memorabilia, and other related products and merchandise, whether or not identified by or associated with the Marks, to or through any fixed, physical bricks and mortar retail premises that are not affiliated with Franchisor or associated with the MD Hyperbaric Center Franchise Network, including (for example) medical supply stores and department stores, anywhere other than at the MD Hyperbaric Center Location, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(iv) The right to distribute private label or pre-packaged Approved Items, apparel, memorabilia, and other related products and merchandise whether or not identified by or associated with the Marks, to all Persons anywhere other than at the MD Hyperbaric Center Location through catalogues, telemarketing campaigns, an internet website and other direct-order techniques.

(v) The right to broadcast television and radio commercials for direct-order merchandise, initiate internet or telephone contact with and accept internet or telephone orders, and fill orders for direct-order merchandise anywhere other than at the MD Hyperbaric Center Location, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(vi) The right to operate, and grant to others the right to operate, HBOT or other health or wellness-related businesses under any other tradenames, trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as Franchisor deems appropriate, anywhere other than at the MD Hyperbaric Center Location, and regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(vii) The right to advertise and promote sales of any products and/or services (including those offered by MD Hyperbaric Center Franchise) anywhere, and advertise and promote franchises for MD Hyperbaric Center Franchise anywhere, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(viii) The right to acquire or be acquired by (regardless of the form of the transaction) a business which operates and/or manages or licenses others to operate and/or manage HBOT or other health and wellness-related businesses, and Franchisor, Franchisor's affiliates or any successors or assigns will have the right to operate and/or manage and/or license others to operate and/or manage such HBOT or other health and wellness-related businesses under the trademarks or service marks of such other HBOT or other health and wellness-related businesses at, from and/or physically contiguous to such businesses premises or anywhere else, regardless of proximity to or competitive impact upon the MD Hyperbaric Center Franchise.

(f) Franchisee acknowledges and agrees that Franchisor has no express obligation or implied duty to insulate or protect Franchisee's revenues from erosion as the result of the MD Hyperbaric Center Franchise's competing with other HBOT or other health and wellness-related businesses (or related administrative services companies) in the ways and to the extent this Section provides or contemplates. Franchisee expressly waives and relinquishes any right to assert any claim against Franchisor based on the existence, actual or arguable, of any such obligation or duty.

(g) If Franchisee is a Business Entity, Franchisee acknowledges and agrees that no individual, including the Principals, Authorized Care Provider, General Manager, Technicians and other employees of the MD Hyperbaric Center Franchise or MD Hyperbaric Center Franchise, has, and no provision of this Agreement confers, any personal right to use the Marks at or from any location for any purpose, including on Social Media. Franchisee agrees to immediately notify Franchisor if Franchisee becomes aware of such use of the Marks. Franchisee will take all reasonable actions required by Franchisor to eliminate such use of the Marks and will reimburse Franchisor for any expense incurred by Franchisor as a result of such use of the Marks.

4. <u>Franchisee's Compliance with Health Laws and Authorized Care Provider Regulations</u>. Franchisor and Franchisee acknowledge and agree that:

(a) The offer, sale and performance of authorized HBOT and related healthcare services at the MD Hyperbaric Center Location is a key component of the System and integral to the MD Hyperbaric Center Franchise. Depending on Authorized Care Provider Regulations, the provision of authorized HBOT may be deemed medical services that must be ordered, administered or provided only by or under the supervision of Authorized Care Providers. Accordingly, Franchisee will ensure its development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise complies with Applicable Laws (including Authorized Provider Regulations), and, to the extent applicable, will timely seek, obtain and maintain all required Applicable Practice of Medicine Licenses permitting offer, sale and performance of authorized HBOT and related healthcare services through the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location. Franchisee will continually comply with all Applicable Laws and regulations relating to the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise and the offer, sale and performance of

authorized HBOT and related healthcare services through the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location for so long as authorized HBOT and related medical services are performed through the MD Hyperbaric Center Franchise at the MD Hyperbaric Center Location, and will obtain and maintain such additional liability and general liability insurance coverage that is specified by Franchisor in the Brand Standards Manual. Franchisee shall ensure the Authorized Care Provider and each and every other Franchisee employed person involved in the offer, sale and performance of authorized HBOT and related medical services will obtain and maintain all required and otherwise appropriate insurance as well as all required certifications or other Applicable Practice of Medicine Licenses at all times, including the General Manager and all Technicians. Franchisee acknowledges and agrees that Franchisor makes no representations or warranties regarding the legality of the performance of authorized HBOT or other healthcare services in the state or jurisdiction in which Franchisee or the MD Hyperbaric Center Location is located, and that it is Franchisee's sole responsibility to confirm all such Applicable Laws, including Applicable Practice of Medicine Licenses, and comply with Applicable Laws related to the offer, sale and performance of authorized HBOT and related healthcare services in the state or jurisdiction in which Franchisee or the MD Hyperbaric Center Location is located.

(b) Nothing in this Agreement, the Brand Standards Manual, or otherwise shall be interpreted as permitting Franchisor to exert control over the performance or delivery of healthcare services, including but not limited to HBOT and related healthcare services through the MD Hyperbaric Center Franchise. To the extent that any products or services performed or delivered at a MD Hyperbaric Center Franchise (including HBOT) require the judgment, treatment and/or action of an Authorized Care Provider under Applicable Laws, such judgment, treatment and/or action shall be exclusively determined by the Authorized Care Provider, and this Agreement and the Brand Standards Manual shall be interpreted as mandating same.

(c) Under no circumstance does or shall the System or the components of the System include standards, procedures and/or requirements related to the clinical performance or decision-making of authorized HBOT and related healthcare services through the MD Hyperbaric Center Franchise that are not permissible under Applicable Laws and/or the treatment of any Customers who are patients. To the extent that the performance of authorized HBOT and related medical services through the MD Hyperbaric Center Franchise constitute the delivery of health services requiring an Authorized Care Provider, then the Authorizer Care Provider shall exclusively determine the level of care to be provided.

(d) To the extent that the System and Brand Standards Manual data contain confidential and privileged data and Customer Information that under applicable Authorized Care Provider Regulations cannot be transmitted or shared with Franchisor then this Agreement shall be interpreted so as to comply with such applicable regulation.

(e) It is Franchisee's sole and exclusive obligation to ensure that Franchisee's MD Hyperbaric Center Franchise is operated in accordance with all Applicable Laws, including all Authorized Care Provider Regulations.

(f) Franchisor does not and cannot authorize Franchisee to practice medicine or provide healthcare related services that require the performance, administration and/or management of an Authorized Care Provider.

(g) In connection with the operations of the franchised business, under no circumstance shall Franchisee provide medical and/or healthcare related services that are required to be provided by an Authorized Care Provider.

(h) To the extent that Franchisor provides training and assistance, such training and assistance relates to the performance of business activities and under no circumstance shall or does such training and/or assistance relate to the practice of medicine or the performance of healthcare related services that require the performance, administration and/or management of an Authorized Care Provider.

(i) Unless otherwise agreed in writing by Franchisor, Franchisee acknowledges and agrees that it shall be a continuing condition to the Franchise Agreement that Franchisee engage and maintain an approved Authorized Care Provider to operate the MD Hyperbaric Center Franchise for the full duration of the term of the Franchise Agreement. Franchisee shall not execute an Administrative Services Agreement with any Authorized Care Provider unless Franchisee first obtains Franchisor's prior approval and the Authorized Care Provider, Franchisee and Franchisor have executed an Authorized Care Provider Acknowledgment substantially in a form approved by Franchisor. Any form of Administrative Services Agreement to be submitted to Franchisor for review shall, at a minimum: (a) require Authorized Care Provider to perform medical-related services at the MD Hyperbaric Center Franchise during the term in accordance with the terms and conditions of this Agreement and the System and the Brand Standards Manual; (b) permit Franchisor to communicate directly with the Authorized Health Care Provider or General Manager on day-to-day matters concerning the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise; (c) provide that if there is a conflict between the terms of the Franchise Agreement and the Administrative Services Agreement, the terms of the Franchise Agreement will control; and (d) provide that a default under the Franchise Agreement caused by Authorized Care Provider will result in a default under the Administrative Services Agreement. Further, Franchisee shall ensure that Authorized Care Provider will provide medical services to the MD Hyperbaric Center Franchise throughout the term fully in accordance with the terms and conditions of the Franchise Agreement, and will cause any approved replacement Authorized Care Provider to execute an Authorized Care Provider Acknowledgment at least five days prior to any new Authorized Care Provider commencing performance of medical services of the MD Hyperbaric Center Franchise.

5. <u>Primary Fees</u>.

(a) In consideration of Franchisor's granting the MD Hyperbaric Center Franchise and for Franchisor's lost or deferred opportunities in the MD Hyperbaric Center Franchise Territory, Franchisee will pay Franchisor the Initial Franchise Fee in accordance with the requirements of this Agreement. The Initial Franchise Fee will be due upon signing and will be fully-earned upon receipt and is not refundable under any circumstances.

(b) In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Franchisor the Royalty Fee each Accounting Period during the Term based on Franchisee's operation of the MD Hyperbaric Center Franchise. Without limitation to the foregoing, Franchisee agrees that if the MD Hyperbaric Center Franchise is operated as MD Hyperbaric Center Franchise Administrative Services Business that the Gross Sales shall not be limited to sales and revenue related to the MD Hyperbaric Center Franchise and Administrative Services but, shall also include, among other things, Gross Sales related to the MD Hyperbaric Center Franchise including sales and revenues from the Approved Items. Notwithstanding the foregoing, Franchisor and Franchisee further agree that if any Applicable Laws prohibit and/or invalidate, Franchisee's payment of Royalty Fees based on Gross Sales related to services and/or products related to and/or associated with services performed by and/or administered by an Authorized Care Provider and/or the MD Hyperbaric Center Franchise, then Franchisor, at Franchisor's election and in Franchisor's sole discretion, may either: (a) increase the percentage of the Royalty Fee, as applied to the permissible portion of the Gross Sales that is not otherwise restricted or prohibited, to a rate determined by Franchisor so that the net dollar amount of the Royalty Fees paid by Franchisee to Franchisor shall not be less than the Royalty Fees that Franchisor would have received had Applicable Laws not prohibited Franchisee's payment of Royalty Fees based on

Gross Sales related to a restricted activity; or (b) modify the Royalty Fee to a fixed fee Royalty Fee to be charged to and paid by Franchisee to Franchisor in accordance with the chart for the Fixed Royalty Fee set forth in the Summary Pages.

(c) Franchisee agrees to expend an amount equal to the Local Ad Expenditure each calendar month during the Term.

(d) Franchisee agrees to pay to Franchisor or its designee the Advertising Fee each Accounting Period during the Term.

(e) Franchisee agrees to pay to Franchisor or its designee the MD Hyperbaric Center Franchise Technology Fee (if applicable) each Accounting Period during the Term.

(f) By noon on the third day of each Accounting Period, Franchisor will calculate and report to Franchisee the amount of Gross Sales and corresponding Continuing Fees due for the immediately preceding Accounting Period in accordance with this Agreement. Unless Franchisee contests the amount of Gross Sales or the Continuing Fees payable to Franchisor within 24 hours of receipt of Franchisor's report, Franchisor will draft Franchisee's account based on the amount in Franchisor's report. If Franchisor's ability to determine Gross Sales for any Accounting Period is obstructed (whether or not due to Franchisee's acts, errors or omissions), Franchisor will calculate Continuing Fees based on Gross Sales on the basis of 110% of Gross Sales for the last Accounting Period in which Franchisor had access to Gross Sales information and will draft Franchisee's account accordingly; provided that adjustments in the Continuing Fees actually due will be calculated and settled within 10 days after Franchisee furnishes the required Gross Sales information.

(g) All Continuing Fees due under this Agreement will be payable each Accounting Period by automatic debit of Franchisee's account on the 5th day following each Accounting Period with respect to Franchisee's Gross Sales for the immediately preceding Accounting Period. Franchisee will authorize Franchisor and its bank to debit Franchisee's account directly for the payment of all Continuing Fees and other amounts due hereunder by signing and delivering an Authorization Agreement for Pre-authorized Payments in the form attached as Exhibit C to this Agreement or such other form provided by Franchisor. Franchisee will at all times maintain a balance of not less than $15,000 in the account designated in the Authorization Agreement for Pre-authorized Payments on file with Franchisor. Royalty Fees, Advertising Fees and MD Hyperbaric Center Franchise Technology Fees will be payable without notice or demand. All other payments will be due upon demand. By notice in writing to Franchisee, Franchisor may from time to time change the payment interval, the payment date and/or the manner of payment of such Continuing Fees, and may require any payments be made by wire or check in lieu of automatic debit at Franchisor's sole discretion.

(h) Franchisee will not be entitled to withhold Continuing Fees or other payments (including reimbursable expenses, as applicable) due hereunder on account of Franchisor's breach or alleged breach of its obligations under this Agreement or any other agreement between the parties or their respective Affiliates. Franchisee acknowledges and agrees that Franchisor's performance under this Agreement constitutes no part of the consideration for Franchisee's obligation to pay Continuing Fees and other amounts due in accordance with this Agreement.

(i) If Franchisee fails to pay any Continuing Fees or other payments (as applicable) or any trade account by the date on which such payment is due, the amount payable will bear interest from the date it became due through the date of payment at the lesser of (i) 1.5% per calendar month, or (ii) the highest lawful rate of interest permitted by Applicable Laws, and/or Franchisee will pay to Franchisor, at Franchisor's election, a late fee of U.S. $150 per calendar month the respective payment remains unpaid.

Such late fee will be paid to Franchisor in addition to, and not in lieu of, any other rights Franchisor may have at law or in equity as a result of late payment by Franchisee. Nothing in this Agreement will obligate Franchisee or any guarantor of Franchisee's obligations to pay, or entitle Franchisor or its designee to collect, interest in excess of the maximum rate permitted by Applicable Law. If, for any reason, Franchisor or its designee charges or receives interest in excess of the maximum rate permitted by Applicable Law, the excess will be applied as a payment against the principal amount of Franchisee's other obligations under this Agreement. If no other obligations are due, Franchisor or its designee will promptly refund the excess payment to the party that paid it.

6. Modification of Franchise, Trade Dress and Equipment Brand Standards.

(a) Franchisor reserves the right to modify the System and Marks from time to time, including, without limitation, the right to (1) add new and different Approved Items to the list of authorized Approved Items and related products and services, (2) withdraw Approved Items from the list of authorized Approved Items and related products and services, or to change their names, Brand Standards and/or image, (3) change the Trade Dress and Brand Standards for furniture, fixtures, equipment and leasehold improvements for MD Hyperbaric Center Franchise, (4) add or change the Brand Standards for Customer engagement, (5) abandon the use of any Approved Items that Franchisor withdraws from the list of authorized Approved Items, and (6) require the use of new or different Technology and Information Systems, some of which may be paid for through the MD Hyperbaric Center Franchise Technology Fee and some of which may require additional fees or costs to implement and use. Franchisee will promptly comply with and adopt, at its own expense, all such modifications to the MD Hyperbaric Center Franchise. Franchisor will not be liable to Franchisee for any expenses or revenue losses associated with any modification to the System, including but not limited to any modification to Franchisor's current Brand Standards which adversely impacts the MD Hyperbaric Center Franchise's revenues.

(b) If the addition of Approved Items to the authorized list would not require the installation of new furniture, fixtures, equipment and leasehold improvements, Franchisor may instruct Franchisee to begin offering the new Approved Items as of a date specified in a supplement to the Brand Standards Manual. Similarly, if the deletion of any Approved Items from the authorized list would not require the removal of furniture, fixtures, equipment and leasehold improvements, Franchisor may direct Franchisee to cease offering the Approved Items as of a date specified in a supplement to the Brand Standards Manual. Franchisee will comply with Franchisor's instructions as of the date Franchisor specifies, which need not be more than 30 days after Franchisor distributes the Brand Standards Manual supplement.

(c) If Franchisor abandons or adopts changes in the Brand Standards that necessitate the addition or removal of furniture, fixtures, equipment, leasehold improvements, signs or Trade Dress items, Franchisor may instruct Franchisee to adapt the MD Hyperbaric Center Franchise to the Brand Standards through a supplement to the Brand Standards Manual. Franchisor, in consultation with Franchisee, will establish a schedule for Franchisee to implement such changes that will depend, among other factors, on the MD Hyperbaric Center Franchise's size, age, and the amount Franchisee has spent in recent periods to refurbish and upgrade the MD Hyperbaric Center Franchise. Franchisee will remove from the MD Hyperbaric Center Franchise any items Franchisor designates as obsolete and will purchase and/or lease and install any different or additional items Franchisor specifies as meeting its new Standards, all in accordance with the schedule Franchisor establishes for the MD Hyperbaric Center Franchise.

(d) If Franchisor allows the MD Hyperbaric Center Franchise to participate in any new products and services test, then Franchisee will participate in the test in accordance with the Brand Standards and will discontinue offering any such new products and services that Franchisor decides not to

permanently add to the list of Approved Items. Following any such test, upon request from Franchisor, Franchisee will provide to Franchisor such results and data from such tests as Franchisor may reasonably request.

(e) If Franchisee develops or suggests an innovation or improvement for the MD Hyperbaric Center Franchise that Franchisor decides to incorporate into the System for use in other MD Hyperbaric Center Franchises (whether on a temporary or permanent basis and whether applicable to all or select franchisees), the innovation or improvement will become Franchisor's Confidential Information without compensation to Franchisee or any Principals. Franchisee hereby assigns ownership of each such innovation or improvement to Franchisor and agrees to execute and deliver all such additional instruments and documents as Franchisor may request to evidence the assignment and Franchisor's ownership of the innovation or improvement.

7. Franchisor Services and Assistance.

(a) **Development Stage Assistance.** Franchisor (or its designee) will provide the following services and assistance to Franchisee before Franchisee opens the MD Hyperbaric Center Franchise.

(i) Furnish Franchisee a list that describes or shows the Brand Standards for the leasehold improvements, furniture, fixtures, equipment, signage and trade dress that Franchisee must purchase, use and install in the MD Hyperbaric Center Franchise. Franchisor does not provide leasehold improvements, furniture, fixtures, equipment, signage and trade dress directly, nor does Franchisor deliver or install any leasehold improvements, furniture, fixtures, equipment, signage and trade dress in the MD Hyperbaric Center Franchise, but Franchisor reserves the right to require Franchisee to contract with a third party vendor of Franchisor's designation who provides Franchisee with and/or installs certain leasehold improvements, furniture, fixtures, equipment, signage and trade dress in the MD Hyperbaric Center Franchise. Franchisor may also provide Franchisee's architect or general contractor information about the sequence of events and procedures that must be followed in building out and equipping a MD Hyperbaric Center Franchise.

(ii) Furnish Franchisee a list that describes or shows the HBOT supplies and related products and other incidentals needed to manage, stock and/or operate the MD Hyperbaric Center Franchise, together with the names of any suppliers Franchisor has designated or approved. Franchisor does not currently provide any HBOT supplies and related products and other incidentals that Franchisee must use and offer for sale in the MD Hyperbaric Center Franchise, nor does Franchisor deliver or install any HBOT supplies and related products and other incidentals in the MD Hyperbaric Center Franchise.

(iii) Conduct initial training for Franchisee's Training Team in partial consideration for the payment of the Initial Franchise Fee. Prior to rendering their services to the MD Hyperbaric Center Franchise (or, in the case of the Authorized Care Provider, on his or her own behalf), the entire Training Team will attend and complete, to Franchisor's satisfaction, initial training conducted by Franchisor. The Training Team must begin training at least four weeks before the expected opening date of the MD Hyperbaric Center Franchise, and must complete training at least two weeks before the expected opening date of the MD Hyperbaric Center Franchise. Franchisor will loan Franchisee 1 electronic copy of the Brand Standards Manual in connection with the commencement of the Training Team's initial training. Franchisor reserves the right to charge an additional fee to Franchisee for any additional required or optional training before or after the MD Hyperbaric Center Franchise opens for business and training for other or subsequent personnel in addition to the Training Team. Initial training will consist of a maximum of two weeks of training online through the MD Hyperbaric Center Franchise for the General Manager and up to two Technicians and separately a third party HBOT certification course for the Authorized Care Provider at an authorized course location near the MD Hyperbaric Center Franchise, unless another

location is designated by Franchisor; provided that Franchisor may agree to reduce the length of training based on the experience of one or more members of the Training Team. Franchisee will be solely responsible for Franchisee's Training Teams' travel expenses, and room, board and wages during such training. Franchisee may send additional persons to training, or replacement persons to initial training, subject to payment of a fee per person equal to Franchisor's travel expenses and room, board and wages. Franchisor may periodically make other mandatory or optional training available to Franchisee's employees as well as other programs, seminars and materials, and Franchisee will ensure that all employees, as Franchisor may direct, satisfactorily complete any such additional initial or refresher required training within the time specified.

(iv) Implement (if/when available) and connect Franchisee to the MD Hyperbaric Center Franchise Operating System.

(b) **Operational Assistance.** Franchisor (or, notwithstanding the following, its designee) will provide the following services and assistance to Franchisee after the MD Hyperbaric Center Franchise opens.

(i) Implement (if/when available) and maintain Franchisee's connection to the MD Hyperbaric Center Franchise Operating System.

(ii) Provide such advice and assistance to Franchisee as Franchisor deems advisable in planning publicity and promotions for the MD Hyperbaric Center Franchise's promotion, including print media and display advertising.

(iii) Make its staff accessible to Franchisee's personnel, to the extent Franchisor deems advisable, for consultation by telephone, written communication, email and other forms of electronic communication during regular business hours. Franchisor may periodically visit the MD Hyperbaric Center Franchise to conduct QSC Reviews and to consult with Franchisee regarding Brand Standards compliance as Franchisor deems appropriate, but will not provide routine field supervision.

(iv) Loan Franchisee additions and supplements to the Brand Standards Manual as they become available, and will disclose to Franchisee additional Trade Secrets, if any, Franchisor develops that relate to the development and performance of administrative services and/or operation of a MD Hyperbaric Center Franchise.

(v) So long as Franchisee is in full compliance with this Agreement and all other agreements with Franchisor, invite Franchisee to attend (at Franchisee's expense) all conventions, seminars and franchisee-oriented functions, if any, which Franchisor from time to time plans and sponsors and which are applicable to Franchisee or the MD Hyperbaric Center Franchise. Attendance to such conventions, seminars and other franchisee-oriented functions will be mandatory, unless otherwise agreed by Franchisor in writing.

(vi) Sell to Franchisee, or cause Franchisor's affiliates to sell to Franchisee, the then current array of Approved Items that Franchisor or its Affiliates may manufacture or distribute and have mandated or authorized for use, offer or sale through MD Hyperbaric Center Franchises (if any) managed and/or operated by Franchisee.

8. Site Selection. All of the following provisions will apply if a MD Hyperbaric Center Location for the MD Hyperbaric Center Franchise has not obtained and Franchisor's consent to such MD Hyperbaric Center Location and been fully described in the Summary Pages as of the Effective Date. If a MD Hyperbaric Center Location has already obtained Franchisor's consent and been fully described in the

Summary Pages as of the Effective Date, Section 8(f) and (g) will still apply to the MD Hyperbaric Center Franchise to the extent such purchase or lease has not been executed as of the Effective Date.

(a) If the MD Hyperbaric Center Location for the MD Hyperbaric Center Franchise has not yet been determined as of the date of this Agreement, then the MD Hyperbaric Center Franchise will be located at a location approved by Franchisor within the Target Area set forth in the Summary Pages. Franchisee acknowledges and understands that the Target Area is delineated for the sole purpose of MD Hyperbaric Center Location selection and does not confer any territorial exclusivity or protection. At such time as MD Hyperbaric Center Location for the Clinic has been determined and approved in accordance with this Agreement, the MD Hyperbaric Center Location and MD Hyperbaric Center Franchise Territory will be added into a replacement Summary Pages that will be initialed by both parties and supersede the original Summary Pages.

(b) Within 90 days after the execution of this Agreement, Franchisee must locate and obtain Franchisor's consent for a MD Hyperbaric Center Location within an agreed area for the performance of administrative services, establishment and/or operation of the MD Hyperbaric Center Franchise. Franchisee must submit to Franchisor:

(i) a completed site review form designated by Franchisor, which will include, among other things, demographic information, a site plan, and traffic-related information;

(ii) if the premises for the proposed MD Hyperbaric Center Location are to be leased, satisfactory evidence that the lessor will agree to the minimum requirements contained in this Agreement; and

(iii) any other information or materials as Franchisor requires, such as a letter of intent or other document which confirms Franchisee's favorable prospects for obtaining the proposed MD Hyperbaric Center Location.

(c) Upon receipt of all requested documentation, Franchisor will notify Franchisee of its consent to or rejection of the MD Hyperbaric Center Location in writing within a period of 30 days. Franchisee agrees to accept all of Franchisor's decisions as final. Franchisee hereby acknowledges and agrees that Franchisor's consent regarding a MD Hyperbaric Center Location does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the MD Hyperbaric Center Location for the MD Hyperbaric Center Franchise or for any other purpose or of the financial success of managing or operating a MD Hyperbaric Center Franchise at such MD Hyperbaric Center Location. Upon consent, the MD Hyperbaric Center Location in the Summary Pages will be completed.

(d) If Franchisor deems necessary, Franchisor will undertake one on-site evaluation of a proposed site free of charge. For all subsequent on-site evaluations requested by Franchisee or required by Franchisor, Franchisee agrees to reimburse Franchisor for its expenses, including travel and lodging expenses (if needed), and the then current per diem charge for salaries.

(e) Upon Franchisee's written request, Franchisor, without obligation, may grant a written extension or extensions to the period for obtaining Franchisor's consent for a proposed MD Hyperbaric Center Location.

(f) If Franchisee will occupy the premises of the MD Hyperbaric Center Location under a lease, Franchisee will submit a copy of the lease containing a lease rider in the form attached as Exhibit D to Franchisor for written approval prior to its execution and will furnish to Franchisor a copy of the

executed lease within 10 days after execution. No lease for MD Hyperbaric Center Location will be executed by Franchisee unless first consented to by Franchisor, which consent will be subject to inclusion of the Lease Rider attached as Exhibit D and the satisfaction of the conditions set forth above.

(g) If Franchisee will purchase the premises for MD Hyperbaric Center Location, Franchisee will submit a copy of the proposed contract of sale to Franchisor for its written consent prior to its execution and will furnish to Franchisor a copy of the executed contract of sale within 10 days after execution.

9. Build-Out, Relocation and Operations. In connection with the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise and MD Hyperbaric Center Location, Franchisee agrees to fulfill the requirements, to perform the obligations and to observe the restrictions stated in this Section.

(a) Franchisee will construct, finish out, equip, furnish and decorate the MD Hyperbaric Center Franchise and MD Hyperbaric Center Location in compliance with this Agreement and Franchisor's Brand Standards for leasehold improvements, furniture, fixtures, equipment (including the Technology and Information Systems), signage and Trade Dress. Franchisee will acquire all proprietary and other leasehold improvements, furniture, fixtures, equipment, signage and Trade Dress for use in connection with the MD Hyperbaric Center Franchise and MD Hyperbaric Center Location from suppliers designated by Franchisor in writing. After the MD Hyperbaric Center Franchise opens, Franchisee will not alter, or permit alternation of, its leasehold improvements, furniture, fixtures, equipment, signage and Trade Dress in any fashion without Franchisor's express prior written permission.

(b) Franchisee will display at such location on the MD Hyperbaric Center Location as Franchisor designates, a placard of such size as Franchisor prescribes containing the following statement: "This MD Hyperbaric Center Franchise is managed and/or operated by an independent third-party franchisee business owner under a franchise license from MDH Franchisor LLC." Franchisee will never make a statement or representation to any Person that is contrary to or inconsistent with this Agreement.

(c) Franchisee will appoint one Principal who is approved by Franchisor to be the Controlling Principal. The Controlling Principal will be Franchisee's sole contact with Franchisor and its staff for purposes of administering and coordinating the relationship created by this Agreement. Franchisee will also recruit and hire a full-time Authorized Care Provider (if permitted by Applicable Laws) and General Manager who each satisfy the minimum Brand Standards for eligibility as stated in the Brand Standards Manual; provided that the Controlling Principal and the Authorized Care Provider may be the same person if permissible under Authorized Care Provider Regulations. If the Franchisee is prohibited from hiring an Authorized Care Provider under Applicable Laws, Franchisee shall ensure an appropriate contractual relationship is in place with such Authorized Care Provider (which may take the form of an Administrative Services Agreement if such MD Hyperbaric Center Franchise is a MD Hyperbaric Center Franchise Administrative Services Business). If the initial or any successor Controlling Principal, Authorized Care Provider or General Manager resigns or otherwise leaves Franchisee's employment or terminates his or her contractual relationship with Franchisee, Franchisee will notify Franchisor within 5 days and will engage a suitably qualified replacement Controlling Principal, General Manager or Authorized Care Provider within a reasonable time, which will in no case exceed 30 days from the date of departure.

(d) The following requirements apply to Franchisee if a Business Entity:

(i) Franchisee must be properly organized and in good standing under Applicable Laws, and its Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to managing, developing and/or operating MD Hyperbaric Center Franchises, as applicable.

(ii) True, complete and duly authenticated copies of Franchisee's Charter Documents and of a resolution of Franchisee's board of directors, general partner or other managing body authorizing Franchisee to enter into and perform this Agreement must be furnished to Franchisor prior to the execution of this Agreement.

(iii) Franchisee's Charter Documents will impose Transfer restrictions that give effect to the rights and obligations related to Transfers in this Agreement, and each certificate representing an Ownership Interest in Franchisee will contain or have conspicuously noted upon its face a statement in a form satisfactory to Franchisor to the effect that any assignment or Transfer of the certificate is subject to all restrictions this Agreement imposes on Transfers.

(iv) Franchisee will maintain a list of all record and beneficial owners of Ownership Interests in Franchisee and will furnish a current version of the list to Franchisor between December 15th and 31st of each year and upon request

(e) The Controlling Principal/Authorized Care Provider, General Manager and up to two Technicians are part of the Training Team and will in all cases attend Franchisor's initial training program, at Franchisee's sole expense. The Controlling Principal/Authorized Care Provider, General Manager and up to two Technicians must timely complete Franchisor's training program to Franchisor's satisfaction before the MD Hyperbaric Center Franchise developed by Franchisee may open for business. Notwithstanding the foregoing, Franchisor and Franchisee acknowledge and agree that Franchisor will not, and will have no right or authority to, control the employees of the MD Hyperbaric Center Franchise or Franchisee's other employees. Franchisor will have no right or authority with respect to the hiring, termination, discipline, work schedules, pay rates or pay methods of employees of the MD Hyperbaric Center Franchise or of Franchisee. Franchisee acknowledges and agrees that all employees of the MD Hyperbaric Center Franchise and of Franchisee will be the exclusive employees of Franchisee and will not be employees of Franchisor nor joint employees of Franchisee and Franchisor.

(f) As soon as Franchisee obtains a telephone number for the MD Hyperbaric Center Franchise and also when Franchisee (or the Authorized Care Provider) signs agreements for or obtains any type of directory listing (both web-based and print) for the MD Hyperbaric Center Franchise, Franchisee will provide Franchisor with information regarding such telephone numbers and directory listings and copies of all agreements with any third parties that will be hosting information regarding for the MD Hyperbaric Center Franchise and/or containing the Marks. Franchisee will also sign any transfer acknowledgement agreements that Franchisor may require for a particular type of directory listing. Franchisee will promptly update Franchisor if any such information changes during the term of this Agreement. Franchisee hereby consents to Franchisor contacting all such third parties in connection with the termination or expiration of this Agreement.

(g) Franchisee will begin construction of the MD Hyperbaric Center Location at least 120 days before the Required Opening Date, and will notify Franchisor in writing of the anticipated opening date for the MD Hyperbaric Center Franchise within 10 days of beginning construction of the MD Hyperbaric Center Location. Franchisee will open the MD Hyperbaric Center Franchise for business, and shall ensure the MD Hyperbaric Center Franchise operated at such location is open for business, not later than the Required Opening Date and will operate it continuously throughout the entire Term solely under the Marks and System and in accordance with the Brand Standards Manual. If the MD Hyperbaric Center Franchise's construction or opening is interrupted by an Event of Force Majeure, Franchisee will promptly

notify Franchisor and provide Franchisor details of such Event of Force Majeure and its anticipated schedule for opening. In such event, the Required Opening Date will be extended up to 180 days at Franchisor's discretion unless Franchisor otherwise agrees to a longer extension; provided that failure to open the MD Hyperbaric Center Franchise within any such extended period will be a material default of this Agreement.

(h) If the lease for the MD Hyperbaric Center Location expires before the end of the Term, or if Franchisee loses possession of the original MD Hyperbaric Center Location's premises on account of condemnation or eminent domain proceedings, Franchisee may move the MD Hyperbaric Center Franchise to another location approved by Franchisor in accordance with Franchisor's MD Hyperbaric Center Location selection procedure. Franchisee must initiate the relocation procedure in time to lease, build-out and open the new MD Hyperbaric Center Location for business within 90 days after the original MD Hyperbaric Center Location closes. The new location (i) must be in the original MD Hyperbaric Center Franchise Territory, (ii) must be consented to by Franchisor in accordance with the MD Hyperbaric Center Location consent guidelines under this Agreement and (iii) may in no case infringe upon a Franchise Agreement or other agreement applicable to another MD Hyperbaric Center Franchise. Franchisor reserves the right to reduce or eliminate the MD Hyperbaric Center Franchise Territory following an approved relocation depending on the new MD Hyperbaric Center Location of the MD Hyperbaric Center Franchise.

(i) Franchisee must (i) comply with and adhere to the brand-based operational policies and procedures set forth in the Brand Standards Manual, as revised and supplemented from time to time, related to the Approved Items, used, offered or sold through the MD Hyperbaric Center Franchise; (ii) purchase only permitted Approved Items set forth in the Brand Standards Manual; (iii) purchase permitted Approved Items only from approved manufacturers, distributors and suppliers, including but not limited to, the purchase of certain Approved Items from Franchisor and/or its Affiliates, who may be the sole source for certain Approved Items required or permitted to be used in the operation of the MD Hyperbaric Center Franchise, including as to Hyperbaric Chambers; (iv) follow Franchisor's procedures in the handling, storage, preparation, presentation and dispensing of all Approved Items, and (v) offer all Approved Items included on Franchisor's authorized lists, as revised from time to time, and refrain from offering any Approved Items that are not included on Franchisor's authorized lists, as revised from time to time, without Franchisor's prior written consent.

(j) If Franchisee desires to purchase any Approved Items from an unapproved manufacturer, distributor or supplier, Franchisee will submit to Franchisor a written request for such approval, or will request the manufacturer, distributor or supplier itself to do so. Franchisee will not purchase from any manufacturer, distributor or supplier until and unless such manufacturer, distributor or supplier has been approved in writing by Franchisor. Franchisor will have the right to require that its representatives be permitted to inspect the manufacturer's, distributor's or supplier's facilities, and that samples from the manufacturer, distributor or supplier be delivered either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test will be paid by Franchisee or the manufacturers, distributors or suppliers. Franchisor reserves the right, at its option, to reinspect from time to time the facilities and products or services of any such approved manufacturer, distributor or supplier and to revoke its approval upon the manufacturer's, distributor's or supplier's failure to continue to meet any of Franchisor's then current criteria. Nothing in the foregoing will be construed to require Franchisor to approve any particular manufacturers, distributors or suppliers or their proposed products and services, and to the extent permissible under then current Applicable Laws, Franchisor will have the right to limit the number of approved manufacturers, distributors or suppliers for any particular Approved Items used or offered for sale through MD Hyperbaric Center Franchises (or through a MD Hyperbaric Center Franchise Administrative Services Business) generally, as Franchisor deems appropriate. Franchisee will require all of its proposed manufacturers, distributors or

suppliers to execute a confidentiality agreement with respect to Franchisor's Confidential Information, in a form acceptable to Franchisor.

(k) Franchisee acknowledges and agrees that Franchisor and its Affiliates have developed or may in the future develop branded and/or proprietary products and services that will become part of the Approved Items and that Franchisor may require Franchisee to purchase from Franchisor, its Affiliates or specific approved vendors, and then require Franchisee to use, offer or sell through the MD Hyperbaric Center Franchise or through its MD Hyperbaric Center Franchise Administrative Services Business. Franchisor may add to or eliminate the list of required or optional branded and/or proprietary products and services from time to time, Franchisee will purchase, use, offer and/or sell such then currently designated branded and/or proprietary products and services through the MD Hyperbaric Center Franchise or through its MD Hyperbaric Center Franchise Administrative Services Business.

(l) If Franchisor receives any cash rebates, volume discounts, concessions, advertising allowances, or discount bonuses (collectively "**Discounts**"), whether by way of cash, in-kind or credit, from any manufacturer, distributor or supplier designated by Franchisor, whether or not on account of purchases made (i) by Franchisor for its own account or for Franchisee's account, or franchisees generally, or (ii) by Franchisee directly for its own account, Franchisor will be entitled to retain the whole of the amount or any part of such Discounts as Franchisor deems appropriate.

(m) With respect to the offer and sale of Approved Items on the MD Hyperbaric Center Franchise's approved list, Franchisor may from time to time offer guidance with respect to the selling price for such Approved Items, and may run advertising and promotions stating a specific selling price for Approved Items. Franchisee is in no way bound to adhere to any such pricing guidance, and shall ensure that the establishment and determination of any pricing complies with applicable Authorized Care Provider Regulations. Franchisee will have the right to sell its Approved Items at any price that Franchisee may determine. If Franchisee elects to sell any or all of its Approved Items at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such Approved Items at the recommended price will enhance Franchisee's sales or profits. Notwithstanding the foregoing, Franchisor reserves all rights available under then current Applicable Laws to condition participation in special or voluntary programs and offerings on Franchisee's adherence to Franchisor's requirements, including with respect to pricing standards.

(n) If Franchisor institutes a program regarding pre-paid goods or services (including, without limitation, gift cards, gift certificates or vouchers) and the delivery and redemption thereof, for MD Hyperbaric Center Franchises, Franchisee will participate in such program and will adhere to all such policies regarding the program set forth in the Brand Standards Manual or otherwise in writing from time to time, including by signing any third-party agreements or paying any third-party fees that are required for participation in such programs. Franchisee may not create or issue, or permit the creation or issuance of, its own gift certificates, gift cards or vouchers and shall only sell, or permit the sale of, gift certificates, gift cards or vouchers approved by Franchisor. Nor may Franchisee sell gift cards, gift certificates or vouchers in bulk or to any retailers for resale. Franchisee must adhere to Franchisor's then current specifications with respect to any voucher programs such as Groupon, Living Social or other similar offerings, including with respect to the calculation of Gross Sales based on the sale and redemption of vouchers and similar certificates.

(o) If Franchisor institutes a membership or customer loyalty program for MD Hyperbaric Center Franchises, Franchisee will participate in such membership customer loyalty program established by Franchisor and pay all participation fees due to Franchisor, its affiliates or any third-party vendor.

(p) Franchisee will imprint the Marks on all leasehold improvements, furniture, fixtures, equipment, trade dress, signage, paper products and other disposables used in the MD Hyperbaric Center Franchise in accordance with instructions in the Brand Standards Manual, and will purchase items imprinted with the Marks only from manufacturers, distributors or suppliers Franchisor designates or approves in the Brand Standards.

(q) Franchisee will display in the MD Hyperbaric Center Franchise all (i) product and service identification materials, (ii) point-of-purchase promotional materials, (iii) promotional memorabilia, merchandise and prizes, and (iv) other advertising and marketing materials Franchisor provides to Franchisee pursuant to the Brand Standards for use by MD Hyperbaric Center Franchise Facilities. At Franchisor's request, Franchisee will display in a prominent, accessible place a "franchise opportunity" display furnished by Franchisor at its expense for the purpose of increasing public awareness of the availability of franchises.

(r) Franchisee will at a minimum maintain the physical appearance and integrity of the MD Hyperbaric Center Franchise and its leasehold improvements, furniture, fixtures, equipment, trade dress and signage in accordance with the Brand Standards, and will at a minimum maintain the MD Hyperbaric Center Location, including all interior and exterior areas, in a clean, safe and sanitary condition at all times. In all cases, Franchisee will routinely clean and maintain all leasehold improvements, furniture, fixtures, equipment, trade dress and signage used in connection with the MD Hyperbaric Center Franchise in good order and repair and cause the same to be promptly replaced as they become worn, damaged, obsolete, out of style or mechanically impaired, and when offered or applicable, enter into preventative maintenance programs as further described in the Brand Standards Manual, including as to the Hyperbaric Chambers. Notwithstanding, upon the 5th anniversary of the Effective Date or such later date during the Term that Franchisor designates, Franchisee will renovate, refurnish, upgrade and/or make such capital improvements to the MD Hyperbaric Center Franchise that Franchisor deems appropriate to conform it to Franchisor's then-current standards and specifications, including as to the Hyperbaric Chambers.

(s) Franchisee will maintain, or ensure maintenance of, minimum MD Hyperbaric Center Franchise business hours and days of operation in accordance with the Brand Standards, except to the extent that Franchisor grants a written exception.

(t) Franchisee will comply strictly with all Applicable Laws related to the MD Hyperbaric Center Franchise, including those relating to the Authorized Care Provider Regulations, the performance of authorized HBOT and related healthcare services, tobacco, taxation, employment and promotion practices, employee wages, child and immigrant labor, disabled persons, environmental, truth-in-advertising, occupational safety and health, firearms and other weapons and sanitation. Franchisee will submit to Franchisor any and all health inspection or similar report for the MD Hyperbaric Center Franchise within 7 days of its receipt of such report.

(u) Franchisee will provide appropriate training, supervision and security for all personnel employed by the MD Hyperbaric Center Franchise or in connection with the performance of administrative services of the MD Hyperbaric Center Franchise, provide an environment where safety and courtesy are paramount, while maintaining excellence in business operations and standards, and instruct all employees of the MD Hyperbaric Center Franchise in the proper use and display of the Marks and the confidential handling of the Confidential Information, all as stated in the Brand Standards. Franchisee will provide appropriate training for maintaining the Brand Standards. Franchisee will ensure that all the MD Hyperbaric Center Franchise's employees follow Franchisor's grooming and dress code and wear the MD Hyperbaric Center Franchise logoed items developed or approved by Franchisor. In all cases, Franchisee has the sole responsibility and authority for Franchisee's employees' terms and conditions of employment.

(v) Franchisee will (i) adopt and follow Franchisor's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Franchisor prescribes, including use of Franchisor's standard chart of accounts, (iii) acquire, install and use the Technology and Information Systems Franchisor specifies from time to time in the Brand Standards Manual, (iv) obtain and at all times utilize the services of a credit card processor approved by Franchisor, (v) install and continually maintain a primary broadband internet connection and backup telephone line (or wireless) connection (or future equivalent) that facilitates communication between Franchisor's computer system and Franchisee's Technology and Information Systems, and (vi) furnish Franchisor for the primary and backup connections telephone line email address, web address, telephone number, IP addresses and firewall configurations as originally assigned and as changed from time to time.

(w) Franchisee must implement and maintain an approved Payment Card Industry (PCI) compliance program for the MD Hyperbaric Center Franchise. Franchisor may suggest third-party PCI compliance vendors occasionally, but Franchisee is free to submit alternative PCI compliance vendors to Franchisor for approval or seek approval to perform Franchisee's own PCI compliance, and Franchisee is in all cases solely responsible for Franchisee's and the MD Hyperbaric Center Franchise's PCI compliance programs. Franchisee must submit PCI compliance reports to Franchisor in the manner and frequency Franchisor sets in the Brand Standards Manual. Franchisee's failure to comply will be a material default under this Agreement. In all cases, Franchisee is solely responsible for protecting the MD Hyperbaric Center Franchise from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders.

(x) Franchisee will accurately calculate and report Gross Sales to Franchisor at the times and through the procedures Franchisor from time to time specifies (which may include use of the MD Hyperbaric Center Franchise Operating System, if applicable). Franchisee acknowledges that Franchisor may electronically poll the MD Hyperbaric Center Franchise's Technology and Information Systems to obtain Gross Sales data, as well as other financial and operating information through the Intranet (if implemented), which will be available to Franchisor twenty-four hours every day. Franchisee agrees to maintain continual data network access to the MD Hyperbaric Center Franchise's Technology and Information Systems for use by Franchisor.

(y) Franchisee will maintain complete and accurate books and records relating to the operation of the MD Hyperbaric Center Franchise in accordance with this Section, permit Franchisor representatives to inspect such books and records at any time with or without notice to Franchisee and, within 45 days after the end of each fiscal year of the MD Hyperbaric Center Franchise, submit to Franchisor a balance sheet, income statement and statement of cash flow for the year then ended. These financial statements will be prepared and certified by an independent certified public accountant, disclose separately the items specified by Franchisor on forms it provides, and will be prepared in accordance with the accounting principles and practices Franchisor prescribes. If Franchisee is at any time required to furnish any lender, lessor, government agency or other Person audited financial statements with respect to the MD Hyperbaric Center Franchise, Franchisee will concurrently furnish Franchisor a copy of such audited financial statements. In addition to the annual reports required above, no later than the last business day of the month following the close of each fiscal quarter (other than the fourth fiscal quarter), Franchisee will deliver to Franchisor an unaudited balance sheet as of the end of such fiscal quarter and an income statement for such fiscal quarter.

(z) Franchisee is solely responsible for the payment of all taxes owed by Franchisee and preparation of all tax returns required to be filed by Franchisee. At Franchisor's request, Franchisee will furnish Franchisor copies of all federal and state income and sales tax returns filed by Franchisee with respect to the MD Hyperbaric Center Franchise's income or sales.

(aa) Franchisee shall process and handle all Customer or other complaints connected with or relating to the MD Hyperbaric Center Franchise, and shall promptly notify Franchisor by telephone and in writing of all: (a) HBOT and related medical services related illnesses, (b) safety or health violations, (c) claims exceeding $1,000.00, and (d) any other material claims against or losses suffered by Franchisee or the MD Hyperbaric Center Franchise. Franchisee shall maintain any communications with governmental authorities related to or affecting the MD Hyperbaric Center Franchise during the term of this Agreement and for 1 year after the expiration or earlier termination hereof. Further, upon the occurrence of a Crisis Management Event, Franchisee must immediately inform Franchisor by telephone or electronic means, must cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event, and must implement such remediation plan as may be instituted by Franchisor, which may include Franchisor requiring a temporary closure of the MD Hyperbaric Center Franchise as part of the Crisis Management Event remediation plan (whether or not all or other MD Hyperbaric Center Franchises are required to temporarily close).

(bb) Franchisee will permit Franchisor representatives to conduct unannounced QSC Reviews of the MD Hyperbaric Center Franchise at any time during normal business hours. Franchisee will promptly correct any condition noted as "unsatisfactory" or "needs improvement" in a QSC Review or staff evaluation report.

(cc) Franchisee will permit Franchisor to conduct special audits of Franchisee's books and records relating to the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise at any time during the Term, and for three years after this Agreement expires, terminates or is transferred. All such books and records will be kept available for at least three years after the termination, expiration or Transfer of this Agreement for any reason. To assist Franchisor in planning and conducting its audit program, Franchisee expressly authorizes Franchisor to obtain from any vendor with which Franchisee does business copies of invoices and other sales data related to Franchisee's account with the vendor. If an audit establishes that Continuing Fees or profit and loss statements have understated Gross Sales for any fiscal year by more than 2%, Franchisee will pay the audit's cost, including professional fees and the travel, lodging and meal expenses of the individuals who conduct the audit. Otherwise, Franchisor will bear the audit's entire cost. Franchisee will promptly pay Franchisor any deficiencies established by an audit, together with interest as provided in this Agreement. If there is a deficiency two times in any 12-month period, this second deficiency will be considered a material default for which Franchisor will have the right to terminate this Agreement without any cure rights.

(dd) Franchisee will:

(i) carry continuously during the Term . of the types, in the amounts and with the coverage specified from time to time in the Brand Standards Manual and in any lease between Franchisee and Franchisor. Until the Brand Standards Manual specifies otherwise, Franchisee will carry insurance with the policy limits specified in the Summary Pages. Each policy must (1) be primary and non-contributory; (2) be issued by an insurance company(ies) with a rating of not less than "AVII" in the current Best Insurance Guide or approved by Franchisor; (3) name Franchisor and such Affiliates of Franchisor as Franchisor may designate as "additional insureds" and will contain an "Additional Insured-Designated Person or Organization" endorsement (or equivalent), without any qualifying language; (4) provide that the insurance cannot be canceled or non-renewed, except upon 30 days advance written notice to Franchisor; (5) contain a waiver of subrogation rights of the insurer(s) against Franchisor and its designated Affiliates, which waiver will be effective regardless of whether any loss is caused by the act, omission or negligence of Franchisor and its designated Affiliates, and (6) will contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

(ii) furnish Franchisor certificates of insurance, all insurance policy endorsements and a copy of the insurance policy(ies), if requested by Franchisor to prove that such insurance coverage is in effect, both prior to the opening of the MD Hyperbaric Center Franchise and thereafter, as requested by Franchisor (but in no event less than once per calendar year). Renewal insurance certificates of insurance will be delivered to Franchisor 30 days prior to the expiration date of each insurance policy. All deductible amounts on all insurance policies required hereunder will be disclosed in writing to and approved in advance by Franchisor and noted on the applicable insurance certificate. If Franchisee fails to maintain the required insurance, Franchisor may, but will not be obligated to, obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Franchisor for the premium costs it incurs to provide such coverage, plus interest as provided in this Agreement, within ten days after Franchisor submits a statement for its costs.

(iii) If Franchisee operates a MD Hyperbaric Center Franchise Administrative Services Business, Franchisee's Authorized Care Providers must also obtain and maintain the same insurance required of Franchisee under this Agreement, including specifically professional liability insurance.

(ee) Franchisee acknowledges the importance of managing and/or operating the MD Hyperbaric Center Franchise in full compliance with this Agreement and the Brand Standards, and that any deviation from any contractual requirement, including any Brand Standard, is a violation of this Agreement and will trigger incalculable administrative costs for Franchisor to address the violation (separate and apart from any damages Franchisee's violation might cause to the System, Franchisor's business opportunities, or the goodwill associated with the Marks). Therefore, Franchisee agrees to be pay Non-Compliance Fees to Franchisor as and when applicable, which Non-Compliance Fees are a reasonable estimate of Franchisor's administrative costs and not a penalty. Franchisor need not give Franchisee a cure opportunity before charging the Non-Compliance Fees, and charging the Non-Compliance Fee does not prevent Franchisor from seeking to recover damages to the System, Franchisor's business opportunities, or the goodwill associated with the Marks due to Franchisee's violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting Franchisee and terminating this Agreement in accordance with its terms.

10. Advertising and Promotions.

(a) **Grand Opening Advertising.** Franchisee will expend the Grand Opening Ad Expenditure for an initial opening advertising and promotion program to be conducted in accordance with the Brand Standards during the period commencing 30 days prior to the Required Opening Date and concluding 30 days following the Required Opening Date. Franchisee will submit the grand opening advertising budget to Franchisor for approval at least 60 days prior to expending the Grand Opening Ad Expenditure. The Grand Opening Ad Expenditure will be paid directly to the applicable service providers and not to Franchisor. Franchisee will submit proof of payment of the Grand Opening Ad Expenditure upon Franchisor's request.

(b) **Local Advertising.**

(i) Throughout the term of this Agreement, Franchisee will spend the Local Ad Expenditure on local advertising. Any marketing materials not created by Franchisor are subject to Franchisor's approval, and must be submitted to, and approved by, Franchisor in advance of their distribution, publication or broadcast, and such use must be discontinued upon written notice from Franchisor, including in connection with any approved uses of Social Media. Franchisee will submit to Franchisor an advertising expenditure report accurately reflecting all local advertising expenditures no later than the 5th day of each calendar month during the term of this Agreement (or at any other frequency or on

any other date directed by Franchisor in writing). In addition to the restrictions set forth below, costs and expenditures incurred by Franchisee in connection with any of the following will not be included in Franchisee's expenditures on local advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (1) incentive programs for employees or agents of Franchisee, including the cost of honoring any discounts or coupons distributed in connection with such programs; (2) research expenditures; (3) free Approved Items costs incurred in any promotion; (4) salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities; (5) charitable, political or other contributions or donations; (6) press parties or other expenses of publicity; (7) in-store materials consisting of fixtures or equipment; (8) seminar and educational costs and expenses of employees of Franchisee; and (9) specialty items such as T-shirts, premiums, pins, and awards, unless those items are part of a market-wide advertising program and then only to the extent that the cost of the items is not recovered by the promotion.

(ii) Franchisee agrees to participate in all system-wide promotions and advertising campaigns Franchisor originates.

(iii) Should Franchisee create its own local advertising and promotions, as provided in this Section, Franchisor reserves the right to approve in advance of use by Franchisee any graphic materials or commercials developed by Franchisee and the media in which they are placed.

(iv) Upon written notice, Franchisor may unilaterally require that Franchisee pay all or any portion of the Local Ad Expenditure as an Advertising Fee, Ad Fund Contribution or to an Area Cooperative; provided that the combined amount to be spent as a Local Ad Expenditure, Advertising Fee or Ad Fund Contribution or to an Area Cooperative will not exceed a maximum of 4% of Gross Sales.

(c) **Advertising Fee.**

(i) Franchisee will pay to Franchisor an Advertising Fee in accordance with this Agreement. Funds received as Advertising Fees will be used to reimburse Franchisor and its Affiliates for administrative costs and expenses related to implementing advertising programs and assistance for MD Hyperbaric Center Franchises. Permitted administrative costs may in all cases include, but are not limited to, (i) creating advertising and marketing materials relating to the System and the Approved Items MD Hyperbaric Center Franchises offer and sell, including the local advertising material, (ii) creating an Ad Fund, (iii) paying for public relations services and projects (including sponsorships) intended to enhance the goodwill and public image of the System, (iv) conducting market research, focus groups and advertising tracking studies, and (v) reimbursing Franchisor and its Affiliates (based on allocations calculated by Franchisor's management): (a) for salaries and other overhead expenses that are directly related to projects of a character described above, depending on markets and population, and (b) for part of the cost of maintaining the MD Hyperbaric Center Franchise Website.

(ii) Franchisor will attempt to use the Advertising Fee in a manner that provides marketing benefits to all MD Hyperbaric Center Franchises, but may allocate Advertising Fees to various permitted uses as its sees fit and Franchisor makes no guarantees that all MD Hyperbaric Center Franchises will receive equal advertising benefits from funds received through the Advertising Fee.

(iii) Franchisor has no obligation to prepare or to provide financial statements reflecting the use of funds received through the Advertising Fee.

(iv) Upon written notice, Franchisor may unilaterally require that Franchisee pay all or any portion of the Advertising Fee as a Local Ad Expenditure, Ad Fund Contribution or to an Area

Cooperative; provided that the combined amount to be spent as a Local Ad Expenditure, Advertising Fee or Ad Fund Contribution or to an Area Cooperative will not exceed a maximum of 4% of Gross Sales.

(d) **Ad Fund.**

(i) Franchisor will have the right to establish an Ad Fund. At least 60 days after written notice to Franchisee of the creation of an Ad Fund, Franchisee agrees to make contributions to the Ad Fund in the manner (including payment by automatic debit), and in the amount of the Ad Fund Contribution; provided that the combined amount to be spent as a Local Ad Expenditure, Advertising Fee or Ad Fund Contribution or to an Area Cooperative will not exceed a maximum of 4% of Gross Sales.

(ii) Franchisor will use the Ad Fund (i) to create advertising and marketing materials relating to the System and the Approved Items MD Hyperbaric Center Franchises sell, including local advertising material, (ii) to arrange for, place and run advertisements, commercials and promotional materials in local, regional and national media, (iii) to pay for public relations services and projects (including sponsorships) intended to enhance the goodwill and public image of the System, (iv) to conduct market research, taste studies, focus groups and advertising tracking studies, and (v) to reimburse Franchisor or its Affiliates (based on allocations calculated by Franchisor's management) (a) for salaries and other overhead expenses that are directly related to projects of a character described above in this Section 10, and (b) for part of the cost of maintaining the MD Hyperbaric Center Franchise Website or Social Media. However, Franchisor will not use Ad Fund contributions to pay for those components of the MD Hyperbaric Center Franchise Website that publicize the franchise program or the sale of franchises.

(iii) Franchisor may provide Franchisee with specimens or proofs of media commercials, advertisements and promotional material (including point-of-purchase materials) funded from the Ad Fund. Franchisee acknowledges that additional copies of such materials will be at Franchisee's sole expense. If Franchisor provides customized copies, it may charge Franchisee a customization fee. In all cases, Franchisee must pay to reproduce, place and run any of these materials in any local advertising campaign that Franchisee pursues independently of the Ad Fund.

(iv) Franchisor reserves the right to allocate Ad Fund contributions to various permitted uses as it sees fit. Franchisor does not guarantee that all MD Hyperbaric Center Franchise will equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration in different DMAs and other relevant factors. MD Hyperbaric Center Franchises that are owned or operated by Franchisor and its Affiliates will contribute to the Ad Fund in the same amounts and manner as similarly situated MD Hyperbaric Center Franchise.

(v) Franchisor reserves the right to structure the Ad Fund's organization and administration in ways that, in Franchisor's judgment, most effectively and efficiently accomplish the Ad Fund's objectives. Franchisor may therefore organize or reorganize the Ad Fund as a separate non-profit corporation or other appropriate entity and transfer the Ad Fund's assets to the entity. If Franchisor establishes a separate entity to administer the Ad Fund, Franchisee agrees to become a member of the entity and, in that regard, to sign a participation agreement and take such other steps as Franchisor specifies.

(e) **Area Cooperatives.**

(i) At the time the DMA in which the MD Hyperbaric Center Franchise is located encompasses MD Hyperbaric Center Franchises operated by at least 2 franchisees or a combination of franchisees and the Franchisor, then, immediately upon Franchisor's demand and with its advice and assistance concerning organization, administration, contribution waivers or exceptions, budget or other

matters, such operators (including Franchisor or its Affiliates, as applicable) will form an Area Cooperative for the purpose of jointly advertising and promoting their MD Hyperbaric Center Franchise.

(ii) If, in connection with an Area Cooperative's formation or functioning, its members are unable to reach agreement with respect to any issue concerning organization, administration, contribution waivers or exceptions, budget or other matters that the members cannot resolve within forty-five (45) days, the issue will be referred to Franchisor for resolution. Franchisor's decision with respect to the issue's resolution will be binding on all members of the Area Cooperative.

(iii) Area Cooperative groups must use Franchisor's marketing materials except as otherwise approved in writing by Franchisor. Any marketing materials not created by Franchisor are subject to Franchisor's approval, and must be submitted to, and approved by, Franchisor in advance of their distribution, publication or broadcast.

(iv) Franchisee agrees (i) to join, participate in, and actively support any Area Cooperative established in the MD Hyperbaric Center Franchise's DMA, and (ii) to make contributions to each Area Cooperative on the payment schedule adopted by the Area Cooperative's members and at the contribution rate approved by Franchisor; provided that the combined amount to be spent as a Local Ad Expenditure, Advertising Fee or Ad Fund Contribution or to an Area Cooperative will not exceed a maximum of 4% of Gross Sales. MD Hyperbaric Center Franchises in the DMA that are owned or operated by Franchisor and its Affiliates will contribute to the Area Cooperative in the same amounts and manner as similarly situated franchised MD Hyperbaric Center Franchises and administrative services businesses.

(f) **Reallocation of Advertising Fees and Expenditures.** Franchisor, upon notice to Franchisee, will have the right to require from time to time that any payment or expenditures to be made by Franchisee as a Local Ad Expenditure, Advertising Fee, Ad Fund Contribution, and/or to an Area Cooperative Contribution be reallocated among the Local Ad Expenditure, Advertising Fee, Ad Fund and/or an Area Cooperative, in such proportions as Franchisor may designate. In reviewing and modifying the allocation of amounts, Franchisor will consider the level of advertising expenditures by MD Hyperbaric Center Franchise operated by Franchisor or its Affiliates, amounts spent on advertising by competitors, media costs, available marketing resources, population changes, changes in market conditions, the degree of market penetration of the MD Hyperbaric Center Franchise generally, and any other factors that Franchisor considers relevant.

11. Concerning the Internet, Customer Information and Privacy Laws.

(a) **Internet Domain Name.** Franchisee and each of the Principals acknowledge that Franchisor or its Affiliates are the lawful, rightful and sole owners of the internet domain names used by Franchisor in connection with the MD Hyperbaric Center Franchise Network and unconditionally disclaim any ownership interest in that phrase or any colorably similar internet domain name (i) such domain names and any domain names that may be confusingly similar and (ii) the words or letters "MD Hyperbaric Center Franchise" and any abbreviation, acronym or variation of such words or letters. Franchisee and the Principals agree not to register any internet domain name in any class or category that contains the words "MD Hyperbaric Center Franchise" or any abbreviation, acronym or variation of those words or letters.

(b) **MD Hyperbaric Center Franchise Website.**

(i) Franchisor has established and plans to maintain the MD Hyperbaric Center Franchise Website to provide information about the Franchise and the Approved Items that MD Hyperbaric Center Franchise offer. Franchisor will have control over the MD Hyperbaric Center Franchise Website's design and contents. Franchisor will have no obligation to maintain the MD Hyperbaric Center Franchise

Website indefinitely, and may dismantle it (and if dismantled may reinstate it) at any time without liability to Franchisee.

(ii) The MD Hyperbaric Center Franchise Website may include a series of interior pages that identify participating MD Hyperbaric Center Franchises by address and telephone number. At Franchisee's request and upon Franchisee's execution of a terms of use agreement in a form provided by Franchisor, Franchisor will, technology permitting, include through the MD Hyperbaric Center Franchise Website one or a series of interior pages dedicated to information about the MD Hyperbaric Center Franchise. Franchisee may propose the content of the page(s), but such content must be developed by Franchisor or its webmaster at Franchisee's expense, with a template that Franchisor provides and will be subject to Franchisor approval prior to posting as to form, content and programming quality. Franchisee will not have the capability to modify its page(s) except in coordination with Franchisor's webmaster and in compliance with the Brand Standards. Franchisor can remove references to the MD Hyperbaric Center Franchise from the MD Hyperbaric Center Franchise Website with or without notice to Franchisee if Franchisee is not then in current compliance with this Agreement.

(c) **Social Media.** Unless otherwise expressly agreed, neither Franchisee nor any of the Principals, employees or agents may use the Marks or otherwise mention the MD Hyperbaric Center Franchise, MD Hyperbaric Center Franchises, MD Hyperbaric Center Franchise Network or System in connection with any business or personal uses of Social Media. In all cases, Franchisor has sole discretion and control over any profiles using or relating to the Marks, MD Hyperbaric Center Franchise, MD Hyperbaric Center Franchises, MD Hyperbaric Center Franchise Network or System, or that display the Marks, that are maintained or posted on Social Media. Franchisor may (but need not) establish guidelines pursuant to which Franchisee may establish profiles or otherwise establish a presence on Social Media. In such event, Franchisee will comply with the standards, protocols and restrictions that Franchisor imposes from time to time on such use, and Franchisor will have the right to revoke any prior permissions as it deems appropriate due to any violations thereof. Franchisor may use part of the Advertising Fee monies it collects under this Agreement to pay or reimburse the costs associated with the development, maintenance and update of profiles on Social Media. In all cases, Franchisee will indemnify the Indemnitees with respect to any Losses and Expenses incurred by the Indemnitees arising from third-party claims with respect to any such authorized or unauthorized use of Social Media.

(d) **MD Hyperbaric Center Franchise Intranet.**

(i) Franchisor may, at its option, establish and maintain a so-called intranet through which members of the MD Hyperbaric Center Franchisee Network may communicate with each other and through which Franchisor may disseminate updates and supplements to the Brand Standards Manual and other information. Franchisor will have no obligation to maintain the MD Hyperbaric Center Franchise Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

(ii) Franchisor may establish policies and procedures for the MD Hyperbaric Center Franchise Intranet's use, and Franchisee will adhere to any such policies and procedures as a condition to participation and use of the MD Hyperbaric Center Franchise Intranet.

(e) **Customer Information.** All Customer Information that Franchisee collects from Customers of the MD Hyperbaric Center Franchise and all revenues Franchisee derives from such Customer Information (if any) will be Franchisee's property and sole responsibility, but subject to any Applicable Laws, Franchisee grants to Franchisor a perpetual, royalty free, unlimited and unrestricted license to access, store, aggregate, and distribute across the MD Hyperbaric Network (including to other franchisees) all Customer Information. Franchisee shall obtain any consent from any Customer or third-

party or take any other step required by Applicable Laws or Franchisor to ensure the legality and enforceability of such grant to Franchisor.

(f) **Privacy and Data Protection.** Franchisor and Franchisee recognize that each is an independent "data controller" as that term is used in applicable Privacy Laws. Franchisor and Franchisee are not joint controllers, nor is either Franchisor nor Franchisee acting as a data processor (as that term is used in applicable Privacy Laws) in connection with this Agreement. In all cases, Franchisee will take all necessary actions to independently: (i) learn and comply with all applicable Privacy Laws, including all required Customer consents in accordance with applicable Privacy Laws; (ii) learn and comply with the Brand Standards as they relate to Privacy Laws and the privacy and security of Customer Information; (iii) learn and comply with any posted privacy policy and other representations made to the individual identified by Customer Information that Franchisee processes, and communicate any limitations required thereby to any authorized receiving party in compliance with all Privacy Laws; (iv) refrain from any action or inaction that could cause Franchisor or its Affiliates to breach any Privacy Laws; (v) maintain, and cause adherence by Franchisee's personnel to all reasonable physical, technical and administrative safeguards and related policies for Customer Information that is in Franchisee's possession or control in order to protect such Customer Information from unauthorized processing, destruction, modification, or use that would violate this Agreement, the Brand Standards (which may include a non-exhaustive list of the minimum types of policies that must be implemented) or any Privacy Law; (vi) do and execute, or arrange to be done and executed, each act, document and thing Franchisor deems necessary in its business judgment to keep Franchisor and its Affiliates in compliance with the Privacy Laws; and (vii) immediately report to Franchisor the breach of any requirements in this Agreement or the Brand Standards regarding Customer Information or any Privacy Law, or the theft or loss (or any apparent or alleged theft of loss) of Customer Information (other than the Customer Information of Franchisee's own officers, directors, shareholders, employees or service providers). Franchisee will, upon request, provide Franchisor with information, reports, and the results of any audits performed regarding Franchisee's data security policies, security procedures, or security technical controls related to Customer Information. Franchisee will, upon Franchisor's request, provide Franchisor or its representatives with access to Franchisee's Technology and Information Systems, records, processes and practices that involve processing of Customer Information in order to mitigate a security incident or so that an audit may be conducted. Franchisee will indemnify, defend and hold Franchisor and its Affiliates, and their respective officers, directors, shareholders, members, managers, partners, employees, servants, independent contractors, attorneys, representatives, agents and associates harmless in connection with any claim or action arising out of or relating to: (i) any theft, loss or misuse (including any apparently or alleged theft, loss or misuse) of Customer Information; and (ii) Franchisee's breach of any of the terms, conditions or obligations relating to data security, Privacy Laws or Customer Information set forth in this Agreement. Franchisee will immediately notify Franchisor upon discovering or otherwise learning of any theft, loss or misuse of Customer Information. Franchisee will, at Franchisor's direction, but at Franchisee's sole expense, (i) undertake remediation efforts on its own in concert with Franchisor's directions, (ii) reasonably cooperate with any remediation efforts undertaken by Franchisor and (iii) undertake efforts to prevent the recurrence of the same type of incident, including by paying for any remediation and post-breach monitoring process deemed appropriate by Franchisor. Franchisee will not make any public comment regarding and data security incident without Franchisor's approval. Any notifications to the media regarding theft or loss of Customer Information will be handled exclusively by Franchisor at Franchisor's election and neither Franchisee nor its personnel may contact Customers relating to such theft or loss unless Franchisee (or the MD Hyperbaric Center Franchise) is under a legal obligation to do so, in which case (i) Franchisee must notify Franchisor in writing promptly after concluding that Franchisee (or the MD Hyperbaric Center Franchise) has the legal obligation to notify any Customers and (ii) Franchisee will limit, or ensure the limitation of, the notices to Customers to those required by the legal obligation or as pre-approved by Franchisor. Franchisee will reasonably cooperate in connection with any notices to Customers regarding theft or loss and Franchisee will assist with sending such notices upon request by Franchisor. In addition, and notwithstanding anything to the foregoing,

Franchisee grants its consent to the processing, including the transfer and communication in the United States, of its own personal data provided by or related to Franchisee and this Agreement.

(g) **Artificial Intelligence**. Franchisee must participate in programs and/or adhere to any then current policies or specifications we develop, maintain or require from time to time with respect to the use of Artificial Intelligence in connection with the development and operation of MD Hyperbaric Center Franchises generally or the MD Hyperbaric Center Franchise.

12. <u>Term and Successor Agreement</u>.

(a) The Franchise will continue for the Term, subject to earlier termination in accordance with the terms and conditions of this Agreement.

(b) If, upon the expiration of the Term, Franchisee is in full compliance with Franchisee's agreements and obligations under this Agreement and each other franchise agreement or other agreement with Franchisor and its Affiliates (if any), then Franchisee will have the option to enter into up to 2 consecutive successor Franchise Agreements for a term of 5 years each by (1) notifying Franchisor in writing of Franchisee's intention to enter into such successor agreement not earlier than 240 days nor later than 180 days before the then-current Franchise Agreement's scheduled expiration date, (2) signing Franchisor's then-current successor form of Franchise Agreement (which will define Franchisee's subsequent successor rights and the terms of which may be materially different from this agreement, including new and higher fees, rights or obligations), (3) executing (and causing all Principals to execute) a release of all claims against Franchisor, its Affiliates, and their respective officers, directors, shareholders, partners and employees in such form prescribed by Franchisor, (4) not later than 180 days before the then-current Franchise Agreement's scheduled expiration date, completing the remodeling, refurbishing and modernizing of the MD Hyperbaric Center Franchise, including its leasehold improvements, furniture, fixtures, equipment, signage, Trade Dress, Technology and Information Systems and promotional supplies, and taking any other actions otherwise required by Franchisor to bring the MD Hyperbaric Center Franchise into full compliance with the Brand Standards Franchisor then stipulates, subject to Franchisee's prior remodel activities and any specific remodel limitations set forth in this Agreement, (5) paying the Successor Fee, (6) completing to Franchisor's satisfaction such additional training of Franchisee and its employees as Franchisor deems necessary, (7) satisfying all monetary obligations owed to Franchisor and its Affiliates under, or in connection with, this Agreement, and (8) upon request by Franchisor, presenting satisfactory evidence that Franchisee has the right to remain in possession of the MD Hyperbaric Center Location for the duration of the successor term.

(c) Franchisee's failure or refusal to comply with any of the conditions to execute a successor Franchise Agreement stated in this Agreement will be interpreted as a conclusive, irrevocable election on Franchisee's part not to enter into a successor Franchise Agreement.

(d) The relationship between Franchisor and Franchisee during the successive period(s) will be governed by the provisions of Franchisor's then current successor Franchise Agreement, including those pertaining to Continuing Fees due under this Agreement, advertising, competitive protection and Brand Standards. Whether or not Franchisee actually signs a then current successor Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to perform administrative services for and/or operate the MD Hyperbaric Center Franchise for 1 day past the Term's expiration date.

(e) If Franchisee does not qualify to enter into a successor Franchise Agreement, or elects not to do so, immediately after expiration of the Term, Franchisee must comply with the post-termination

requirements of this Agreement, and Franchisor will have the post-termination rights and remedies provided in this Agreement.

13. Use of Intellectual Property.

(a) **Marks and Copyrighted Materials.** Franchisee acknowledges that Franchisor is authorized by law to prevent the unauthorized use of the Marks, to control the quality of goods and services associated with the Marks, and to control the copying and distribution of the Copyrighted Materials. Recognizing the importance to Franchisor of the protection and preservation of the Marks and Copyrighted Materials, Franchisee agrees to perform and abide by the following provisions:

(i) Franchisee acknowledges that Franchisor or its Affiliate is the lawful and rightful owner of each and all of the Marks and the Copyrighted Materials, that Franchisor has the right to use the Marks and to license to Franchisee the right to use the Marks and Copyrighted Materials in accordance with this Agreement, that Franchisee's interest in the Marks and the Copyrighted Materials is solely that of a Franchisee, and that all uses of the Marks and the Copyrighted Materials by Franchisee will inure to the benefit of Franchisor and its Affiliate. Franchisee unconditionally disclaims any ownership interest in any of the Marks and the Copyrighted Materials.

(ii) Franchisee will not use the term "MD Hyperbaric Center Franchise", any Marks, or any abbreviation, acronym or variation of them as part of its name or as part of the name of any Business Entity in which Franchisee owns or holds an interest or to which Franchisee provides administrative services. However, Franchisee may, if required by Applicable Laws, file an assumed name or fictitious name certificate to the effect that Franchisee is managing and/or operating the MD Hyperbaric Center Franchise under a trade name that includes the MD Hyperbaric Center Franchise trademark.

(iii) Franchisee will not use any of the Marks or the Copyrighted Materials in connection with the advertisement, promotion, sale or distribution of any Approved Items or other products or services not listed in Franchisor's authorized list.

(iv) Franchisee will not copy, distribute or otherwise disseminate any of the Copyrighted Materials in violation of the restrictions and limitations imposed by this Agreement.

(v) Franchisee will not use any of the Marks or the Copyrighted Materials in connection with the performance of administrative services, development or operation of any business (other than the MD Hyperbaric Center Franchise) until Franchisor and Franchisee have both signed a Franchise Agreement for the additional MD Hyperbaric Center Franchise.

(vi) Franchisee will (i) adopt and use all additional trade names, trademarks, brand names, copyrighted materials, slogans, commercial symbols and logos Franchisor develops from time to time, (ii) use all the Marks in the precise form Franchisor prescribes, and (iii) observe Franchisor directions regarding the use, copying and distribution of the Copyrighted Materials, the presentation of the Marks and the manner of the Marks' display and use. Franchisee will promptly abandon and discontinue the use of any Mark or Copyrighted Materials as directed by Franchisor for any reason. Franchisee will submit to Franchisor all advertisements and promotional materials not furnished by Franchisor for its approval prior to use and will use no such item unless and until Franchisor provides its approval thereof.

(vii) Franchisee will not use any of the Marks on, or in association with, any Approved Items or other products or services other than in compliance with the Brand Standards, and with such other quality control measures that Franchisor may adopt from time to time to promote and defend the goodwill associated with the Marks.

(viii) Franchisee will not knowingly permit, and will promptly report to Franchisor, any apparently unauthorized use of a Mark and any apparently unauthorized use or copying of any Copyrighted Materials by any Person, or the use by any Person of a trade name, trademark, service mark or symbol that might be construed as an infringement of any Mark or as unfair competition or passing-off at common law, and will actively cooperate with the Franchisor in the investigation of infringement claims and in discovery and trial proceedings related to infringement actions. Franchisor reserves the right to make the final determination of infringement or other unlawful use, to conduct all legal proceedings relating to the Marks and the Copyrighted Materials, and to compromise or settle all infringement claims.

(ix) At no time will Franchisee make any written or oral admission that any Marks or any of Franchisor's copyrights is in any way invalid or infringes the rights of any Person or is open to any other form of attack, but will promptly notify Franchisor of any allegation of invalidity or infringement of which Franchisee becomes aware. Franchisor intends to defend its rights in the Marks and the Copyrighted Materials vigorously, but does not warrant to Franchisee that Franchisor's ownership of any of them is incontestable or that they do not infringe or conflict with the rights of any third-party.

(x) Upon the expiration or termination of the Franchise, all goodwill associated with the Marks and Copyrighted Materials will inure to Franchisor. Further, Franchisee will immediately discontinue (and require discontinuance of) all further uses of the Marks and Copyrighted Materials by Franchisee and any MD Hyperbaric Center Franchise and will take appropriate action to remove the Marks from the premises in which the MD Hyperbaric Center Franchise is located, to cancel any advertising relating to Franchisee's use of the Marks or the Copyrighted Materials, including social media postings, yellow pages listings, and to cancel or withdraw any assumed or fictitious name filings covering Franchisee's use of Franchisor's trade name. Franchisee acknowledges and agrees that failure or refusal to comply fully with these requirements will constitute willful trademark and copyright infringement.

(b) **The System, Trade Secrets and Brand Standards Manual.** Franchisee and the Principals acknowledge that the System and the Trade Secrets belong exclusively to Franchisor and its Affiliates and that, as between Franchisor, Franchisee and the Principals, the ideas and information in the Brand Standards Manual are Franchisor's sole and exclusive property. Franchisee and the Principals further acknowledge that the unauthorized disclosure or use of any confidential element of the System, any Trade Secret or any other information the Brand Standards Manual contains may adversely affect the business, competitive position and goodwill of Franchisor and its Franchisees. Accordingly, Franchisee and the Principals agree to perform and abide by the following provisions and restrictions, each of which will survive the expiration or termination of this Agreement and will be perpetually binding upon Franchisee.

(i) Franchisee and the Principals will hold the elements of the System, the Trade Secrets and the contents of the Brand Standards Manual in strict confidence, will not disclose any Trade Secret or any operating or management procedure to any Person other than (1) the Controlling Principal and bona fide employees of the MD Hyperbaric Center Franchise to whom such disclosure is necessary in relation to their job duties, and will instruct and routinely remind Franchisee's employees and Principals that the System, the Trade Secrets and the contents of the Brand Standards Manual are confidential and may not be disclosed or appropriated. Franchisee and the Principals will not disclose any element of the System, any of the Trade Secrets or the contents of the Brand Standards Manual, or make the Brand Standards Manual available, to any other Principal, shareholder, director, officer, partner, member or manager of Franchisee other than its Controlling Principal and other senior executive officers, if any, who are actively and regularly involved in the MD Hyperbaric Center Franchise's management.

(ii) Franchisee and the Principals will not use, or permit use of, any element of the System, any of the Trade Secrets or the operating, management or marketing procedures the Brand Standards Manual contains in connection with the operation of any establishment or enterprise other than

the MD Hyperbaric Center Franchise, and will promptly discontinue use of the System, the Trade Secrets and the operating, management and marketing procedures contained in the Brand Standards Manual contains upon the expiration or termination of the Franchise.

(iii) Franchisee and the Principals will not, without Franchisor's prior written consent, copy or permit any Person to copy or reproduce any part of the Brand Standards Manual and any other printed, graphic or audio/visual item designated by Franchisor as containing Trade Secrets or otherwise permit their use or inspection by any Person other than Franchisee and bona fide employees of the MD Hyperbaric Center Franchise to whom such disclosure is necessary in relation to their job duties, and authorized Franchisor representatives.

(iv) Franchisee and the Principals acknowledge and agree that the version of the Brand Standards Manual on file in Franchisor's offices constitutes the standard, official version for purposes of resolving any question or dispute concerning the Brand Standards Manual' contents.

(v) Upon request by Franchisor, to the extent permitted under Applicable Laws, Franchisee will obtain from the Authorized Care Provider (and its personnel, as applicable), General Manager and each of Franchisee's other managerial level employees of the MD Hyperbaric Center Franchise a Confidentiality Agreement and Covenant Not to Compete in substantially the form attached hereto as Exhibit B, or such other form as Franchisor may designate, that is valid and enforceable under the laws of the state in which the MD Hyperbaric Center Franchise operates and that imposes the restrictions and limitations of this Section on each such individual for the longest period then current Applicable Laws permit; provided that only those with a direct or indirect ownership interest in Franchisee will be required to sign Exhibit B with a Covenant Not To Compete. Each Confidentiality Agreement and Covenant Not to Compete will, at Franchisor's option, designate Franchisor as a party to the Confidentiality Agreement and Covenant Not to Compete or as a third-party beneficiary and will entitle Franchisor to enforce its provisions directly against the signatory.

(vi) Franchisee will keep the Brand Standards Manual and any other printed, graphic or audio/visual item designated by Franchisor as containing Trade Secrets in a safe and secure location at all times and will promptly return them to Franchisor upon the expiration or termination of the Franchise. Franchisee will be provided on loan 1 copy of the Brand Standards Manual in electronic format.

(vii) Franchisee and the Principals expressly acknowledge that all training materials (regardless of format) and all computer software and other programs developed by Franchisor or in accordance with the Brand Standards contain information, embody procedures or facilitate business practices that are proprietary to Franchisor and fall within the parameters of its Trade Secrets.

(viii) Franchisor reserves the right and privilege, at its sole and absolute discretion, to vary the System and Brand Standards to accommodate special needs of Franchisee, or those of any other franchisee, based upon the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of Applicable Laws or local custom, or any other condition that Franchisor deems to be of importance to the successful operation of such franchisee's business. Further, Franchisor may periodically allow certain franchisees to depart from normal Brand Standards and routines in certain respects in order to experiment with or test new Approved Items or other products or services, leasehold improvements, furniture, fixtures, equipment, trade dress and signage and the like. In no event will such variance, or such testing, be deemed a waiver of any of Franchisor's rights, or an excuse from performance of any of Franchisee's duties hereunder. Franchisor will not under any circumstances be required to grant any variance to Franchisee. Nothing contained in this Section is intended to confer on Franchisee any right to compel Franchisor to grant a variance to Franchisee or to grant, withdraw or modify any variance given to any other franchisee.

(ix) Franchisee acknowledges and agrees that in no case will the System or Brand Standards include any personnel policies or procedures or security-related policies or procedures that Franchisor (at its option) may make available to Franchisee in the Brand Standards Manual or otherwise for Franchisee's optional use. Franchisee will determine to what extent, if any, personnel or security-related policies and procedures might apply to performance of administrative services or operations through the MD Hyperbaric Center Franchise. Franchisor neither dictates nor controls labor or employment matters for franchisees and their employees and Franchisor is not responsible for the safety and security of the MD Hyperbaric Center Franchise employees or patrons.

14. <u>Confidentiality; Covenant Against Competition</u>.

(a) Franchisee and the Principals acknowledge that the System and the Trade Secrets belong exclusively to Franchisor and that, as between Franchisor, Franchisee and the Principals, the ideas and information in the Brand Standards Manual are Franchisor's sole and exclusive property. Franchisee and the Principals further acknowledge that the unauthorized disclosure or use of any confidential element of the System, any Trade Secret or any other information the Brand Standards Manual contains may adversely affect the business, competitive position and goodwill of Franchisor and its franchisees. Accordingly, Franchisee and the Principals will hold the elements of the System, the Trade Secrets and the contents of the Brand Standards Manual in strict confidence, will not disclose any Trade Secret or any operating or management procedure to any Person other than the bona fide employees to whom such disclosure is necessary in relation to their job duties, and will instruct and routinely remind Franchisee's employees that the System, the Trade Secrets and the contents of the Brand Standards Manual are confidential and may not be disclosed or appropriated. The obligations of Franchisee and the Principals relating to the System, any Trade Secret and any other information contained in the Brand Standards Manual will survive the expiration or termination of this Agreement and will be perpetually binding upon Franchisee and the Principals.

(b) In consideration of Franchisor's granting franchise rights to Franchisee and disclosing to Franchisee the System and other Trade Secrets, Franchisee and the Principals covenant and agree that, during the Term, Franchisee and the Principals will not own, operate, or develop, directly or indirectly, or accept employment by or hold an Ownership Interest in any Competing Business, except as a Franchisee of Franchisor, which is located (i) at the MD Hyperbaric Center Location; or (ii) within the MD Hyperbaric Center Franchise Territory, or (iii) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory, or (iv) within 25 miles of the perimeter of the "MD Hyperbaric Center Franchise Territory" of any other MD Hyperbaric Center Franchise; or (v) within the United States of America; or (vi) within the world.

(c) In addition, Franchisee and the Principals covenant and agree that, for 2 years after the expiration or termination of this Agreement (or for Principals, after such person ceases to be a Principal), Franchisee and the Principals will not manage, own, operate, or develop, directly or indirectly, or accept employment by or hold an Ownership Interest in any Competing Business, except as a Franchisee of Franchisor, which is located (i) at the former MD Hyperbaric Center Location; or (ii) within the former MD Hyperbaric Center Franchise Territory, or (iii) within 25 miles of the perimeter of the former MD Hyperbaric Center Franchise Territory, or (iv) within 25 miles of the perimeter of the "MD Hyperbaric Center Franchise Territory" of any other MD Hyperbaric Center Franchise. For purposes of calculating the duration of the 2-year period, any time during which Franchisee or the Principals (as applicable) are in violation or breach of the covenant will be excluded.

(d) Franchisee and the Principals acknowledge that Franchisee's and the Principals' covenant not to compete is reasonable and necessary to protect the business and goodwill of the MD Hyperbaric Center Franchise Network and to avoid misappropriation or other unauthorized use of the System and

Franchisor's other Trade Secrets. Franchisee and the Principals acknowledge and confirm that Franchisee and the Principals possess the education, training and experience necessary to earn a reasonable livelihood apart from operating or developing a Competing Business or other similar business.

(e) The parties agree that the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and the Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by Applicable Laws, as if the resulting covenant were separately stated in and made a part of this Section.

(f) Franchisee and the Principals understand and acknowledge that Franchisor will have the right to reduce the scope of any covenant, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee and the Principals agree that they will comply forthwith with any covenant as so modified, which will be fully enforceable in all cases.

(g) Franchisee and the Principals expressly agree that the existence of any claims that any of them may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section. Franchisee and the Principals agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section against any of them.

(h) Franchisee and the Principals further acknowledge that a violation of the terms of this Section 14 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and the Principals accordingly consent on their behalf to the issuance of an injunction prohibiting any conduct by any of them in violation of the terms of this Section.

(i) At Franchisor's request, subject to Applicable Laws, Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon termination of a Person's relationship with Licensee) from each and every Principal and any other Person who has received or shall receive training or confidential information from Franchisor. The covenants required by this Section shall be substantially in the form contained in Exhibit B. Failure by Franchisee to obtain execution of agreements containing the covenants required by this Section shall constitute an Event of Default under Section 16.

15. Transfers.

(a) **Transfer by Franchisor.** Franchisor and any holder of an Ownership Interest in Franchisor may voluntarily, involuntarily, directly or indirectly sell, assign, transfer, license, sublicense, sublease, collaterally assign, grant a security, collateral or conditional interest, intervivos transfer, testamentary disposition or other disposition of all or any part of its rights or obligations under this Agreement or any Ownership Interest in Franchisor to any Person without Franchisee's consent. Specifically, and without limitation to the foregoing, Franchisor may sell its assets, Marks or the System to a third-party; may offer its securities privately or publicly; may merge, spin-off, acquire other Business Entities, or be acquired by another Business Entity; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring; and with regard to any or all of the above sales, assignments, and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks (or any variation thereof) or the System from Franchisor to any other party. If Franchisor assigns its rights in this Agreement, such assignment will constitute a novation as to Franchisor and Franchisor will be released from all further liability to Franchisee under this Agreement after the effective date of such transfer, and the transferee will

be liable to Franchisee as if it was the original party to this Agreement. Nothing contained in this Agreement requires Franchisor to offer any products or services, whether or not bearing the Marks, to Franchisee if Franchisor assigns its rights in this Agreement.

(b) **Limitations on Franchisee Transfer.** Franchisee and the Principals acknowledge that the integrity of the Franchise and the stability of the MD Hyperbaric Center Franchise Network depend on the business qualifications, financial capabilities, honesty and integrity of Franchisor's franchisees. Franchisee and the Principals further acknowledge that Franchisor's lack of opportunity to evaluate and approve each potential franchisee's qualifications and the terms of each proposed Transfer could irreparably damage the System. Consequently, Franchisee and the Principals agree not to effectuate a Transfer, except as permitted by this Section, and in no event will Franchisee or any Principal attempt to effectuate any Transfer, without Franchisor's prior written consent. Any Transfer or attempted Transfer lacking Franchisor's prior written consent or that otherwise violates the restrictions in this Section will be null and void, will be ineffective against Franchisor and will constitute a material default under this Agreement.

(c) **Conditions to Voluntary Transfer of Rights.** Any Transfer by Franchisee or any Principal will be subject to Franchisor's prior written consent, which may be conditioned on, among other things, any or all of the following:

(i) At the time of Transfer, Franchisee, the Principals and their respective Affiliates are in full compliance with their respective obligations under this Agreement and all other agreements with Franchisor and its Affiliates, including payment of all monetary obligations due Franchisor and its Affiliates.

(ii) If the proposed Transfer involves the complete disposition of the Franchise, Franchisee relinquishes the Franchise and related rights under this Agreement in writing.

(iii) If Franchisee is exiting the MD Hyperbaric Center Franchise Network, Franchisee returns the Brand Standards Manual and all Copyrighted Materials to Franchisor, including the Brand Standards.

(iv) The transferee meets Franchisor's criteria for qualifying as a new Franchisee, including having no existing relationship with a Competing Business.

(v) Franchisee furnishes Franchisor a copy of the contract of sale, including price and payment terms, and Franchisor determines that the transferee will be able to satisfy any debt obligations to Franchisee and still derive a reasonable profit from the MD Hyperbaric Center Franchise's operation.

(vi) If a Transfer of Control over Franchisee is contemplated, the transferee executes then current forms of Franchise Agreement (which will limit the term of the transferee's Franchise to the unexpired Term of Franchisee's Franchise and which will supersede the terms of this Agreement) and other collateral agreements Franchisor may then require.

(vii) The transferee upgrades the MD Hyperbaric Center Franchise to meet Franchisor's then-current Brand Standards for new MD Hyperbaric Center Franchise Facilities, including the furniture, fixtures, equipment, Trade Dress, Technology and Information Systems and promotional supplies, subject to Franchisee's prior Brand Standards satisfaction activities.

(viii) The transferee and its Affiliates provides Franchisor a waiver and release with respect to liability for any financial data, earnings claims, representations and other information Franchisee or its representatives provided the transferee.

(ix) Each new Principal designated by Franchisor executes a Personal Guaranty and Principals' Undertaking.

(x) The transferee and one or more of transferee's key management personnel satisfactorily complete Franchisor's training program.

(xi) Franchisee pays a Transfer Fee to Franchisor.

(xii) Franchisee, the Principals and Franchisee's transferees must provide to Franchisor an unconditional, general release of all claims any of them may have against Franchisor, its Affiliates, and their respective officers, directors, shareholders, partners and employees.

(xiii) The transferee must hold or be immediately eligible to comply with Authorized Care Provider Regulations and hold all Applicable Practice of Medicine Licenses to develop and perform administrative services for and/or operate the MD Hyperbaric Center Franchise.

(d) **Special Transfers.**

(i) If Franchisee is an individual Person or multiple individual Persons, then such individual Person(s) may apply to Franchisor to transfer the Franchise and this Agreement to a Business Entity that is solely owned by such individual Person or multiple individual Persons and formed solely for the purpose of holding administrative services and/or operating rights for and/or performing administrative services and/or operating the MD Hyperbaric Center Franchise, and Franchisor will waive payment of a Transfer Fee and its right of first refusal and consent to such transfer so long as Franchisee first provides Franchisor such documentation and information concerning the Business Entity and the resulting ownership of Franchisee as Franchisor may request, and the existing and New Franchisee and such Principals designated by Franchisor sign the new, current form of franchise agreement or an amendment to this Agreement, a transfer agreement and consent and/or Personal Guaranty and Principals' Undertakings, as deemed appropriate by Franchisor.

(ii) So long as the Controlling Principal will not change, Franchisor will consent to Transfers among Franchisee's original Principals and waive payment of a Transfer Fee and its right of first refusal upon its receipt of such documentation and information concerning a Transfer and the resulting ownership of Franchisee as Franchisor may request. The required documentation will include, without limitation, a Personal Guaranty and Principals' Undertaking signed by each Principal not having previously executed such documents.

(iii) Neither Franchisee nor any of its Affiliates or Principals may engage in a Securities Offering without the prior written consent of Franchisor (whether or not Franchisor's consent is otherwise required under this Section with respect to such Transfer). Franchisor's consent may be withheld for any reason, and may be conditioned upon its verification that the Prospectus does state or imply (by use of the Marks or otherwise) that Franchisor is sponsoring or otherwise participating in the Securities Offering or that Franchisor will receive any part of the proceeds from the Securities Offering. To seek Franchisor's consent, Franchisee must submit a complete copy of the Prospectus to Franchisor prior to the time the Prospectus is filed with a government agency or official or, if an exempt Securities Offering is contemplated, prior to the delivery of the Prospectus to any prospective investor. Franchisor will have 30 days after its receipt of the Prospectus either to provide its consent, withhold its consent or advise

Franchisee of the deficiencies that must be corrected prior to Franchisor's providing its consent. Franchisor will have no obligation to provide its consent, including unless and until all deficiencies it notes have been corrected. Any consent by Franchisor will not constitute an endorsement or ratification of the offering or the prospectus, either express or implied. Franchisee and the other participants in a Securities Offering will fully indemnify Franchisor in connection with the offering. For each proposed Securities Offering, Franchisee will reimburse Franchisor for its costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees and salaries of Franchisor's personnel; provided that Franchisor may request an advance on such costs and expenses before initiating its review.

(iv) Franchisee may grant a security interest in this Agreement or the Franchise to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the MD Hyperbaric Center Franchise's operations and may not under any circumstances entitle or permit the secured party to take possession of or operate the MD Hyperbaric Center Franchise or to Transfer Franchisee's interest in the Franchise without Franchisor's express prior written consent. The grant of a security interest in a manner consistent with this Section will not be subject to the Transfer prohibitions in this Agreement.

(e) **Right of First Refusal.**

(i) If Franchisee or the Principal(s) wishes to effectuate a Transfer that will effect a direct or indirect change in Control of Franchisee, pursuant to any *bona fide* offer received from a third-party to purchase that interest, then the proposed seller will promptly notify Franchisor in writing of the offer, and will provide any additional information and documentation relating to the offer that Franchisor requires. Franchisor will have the option, exercisable within 45 days after receipt of all written documentation requested by Franchisor describing the terms of the offer, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third-party.

(ii) If an offer from a third-party provides for payment of consideration other than cash, Franchisor may elect to purchase the interest proposed to be sold for the cash equivalent. If the parties cannot agree within a reasonable time on the cash equivalent of the non-cash part of the offer, then the cash equivalent will be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations constituting the binding valuation. In the event of an appraisal under this provision, each party will bear its own legal and other costs and will split the appraisal fees equally.

(iii) If Franchisor elects to purchase the seller's interest, closing on the purchase will occur no later than 60 days after the date Franchisor gives notice to the seller of the election to purchase, provided that Franchisor has received all necessary permits and approvals, or on such other date as the parties agree in writing. If Franchisor exercises its right of first refusal, it may set off all amounts due from Franchisee or any of its Affiliates (including, if applicable, all fees for any appraiser due from Franchisee) against any payment for the interest to be purchased.

(iv) A decision of the Franchisor not to exercise the right of first refusal granted by this Section will not constitute a waiver of any other provision of this Agreement, including all of the Transfer requirements of this Section, with respect to a proposed Transfer. If Franchisor does not exercise its right of first refusal on any particular offer, any material change in the terms of the offer before closing will constitute a new offer subject to the same right of first refusal by Franchisor as in the case of the initial offer. Failure to comply with the provisions of this Section will constitute a material event of default under this Agreement.

(f) **Purchase Upon Franchisee's Death or Disability.**

(i) This Section applies only if (i) an individual Franchisee or a Principal owning a Controlling Interest in a Business Entity Franchisee dies or becomes Permanently Disabled during the Term, and (ii) the death or Permanent Disability results in a change in executive-level responsibility for managing the MD Hyperbaric Center Franchise.

(ii) During the first 120 days after Franchisor receives notice of the death or Permanent Disability, Franchisor will evaluate the new management's willingness and ability to operate the MD Hyperbaric Center Franchise in compliance with this Agreement. By the end of the 120-day evaluation period, Franchisor will decide whether the new management is qualified to performance administrative services for and/or operate the MD Hyperbaric Center Franchise and will notify management of its decision. As conditions to continuing the Franchise relationship, each Principal must furnish Franchisor a signed Personal Guaranty and Principals' Undertaking and any deficiency in Franchisee's compliance with the requirements of this Agreement must be cured. Further, Franchisor may require management to attend and satisfactorily complete Franchisor's initial training program.

(iii) If any of the conditions stated in this Section are not satisfied, or if Franchisor decides that the new management has not adequately demonstrated its business qualifications or commitment to the Franchise relationship, the remaining Principals will have 120 days after delivery of Franchisor's notice to (i) locate new management that is acceptable to Franchisor, or (ii) sign a binding contract to sell the Franchise or a Controlling Interest in the Franchise to a buyer approved by Franchisor in accordance with the requirements of this Agreement. The proposed sale will be subject to Franchisor's right of first refusal.

(iv) If any of the Principals fail to sign a binding contract of sale before the 120-day selling period expires, or if a contract is signed, but the proposed sale is not concluded within 30 days after Franchisor relinquishes its right of first refusal, Franchisor will have an additional option during the next 30 days to purchase the interest the deceased or Permanently Disabled person held at the date of death or Permanent Disability. The purchase price for the interest will be its fair market value, determined through negotiations or by appraisal. Unless otherwise agreed by the parties, the purchase price will be payable in cash at closing. If Franchisor delivers written notice of its intention to exercise the option within the 30-day period, the option will be considered effectively exercised whether or not the purchase is actually consummated within the 30-day period.

(v) If the parties fail to agree on a purchase price for the interest within 21 days after delivery of Franchisor's notice, the purchase price will be determined by two appraisers in accordance with the appraisal process specified in the right of first refusal provision.

(g) **Involuntary Transfers.** No involuntary Transfer or partitioning of Franchisee's or the Principals' interest in the Franchise or under this Agreement, whether in connection with a bankruptcy, foreclosure, divorce or other proceeding, will be effective against Franchisor unless and until (1) the transferee furnishes Franchisor a signed guaranty under which the transferee agrees to be jointly and severally liable for the payment of Franchisee's monetary obligations under this Agreement, whether or not such obligations are then delinquent, (2) the transferee agrees in writing to be personally bound by the confidentiality provisions and restrictive covenants in this Agreement, and (3) the Transfer encompasses Franchisee's and the Principals' total interest in the Franchise and under this Agreement, irrevocably designates and appoints Franchisee to be the transferee's agent and attorney-in-fact with whom Franchisor may deal for all purposes expressed in or contemplated by this Agreement.

(h) **Waiver of Interference Claims.** Franchisee acknowledges that Franchisor has legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with Franchisee. Franchisee also acknowledges that Franchisor's contact with potential

transferees for the purpose of protecting its business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Franchisor to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, and to withhold consent to economically questionable transactions. Franchisee waives any claim that action Franchisor takes in relation to a proposed transfer to protect its business interests constitutes tortious interference with contractual or business relationships.

16. Default.

(a) If any Event of Default occurs, Franchisee will be in default under this Agreement, whether or not Franchisor gives notice of the default. Franchisor's failure to take prompt action with respect to a particular Event of Default will not constitute a waiver of that or any subsequent Event of Default.

(b) Except as otherwise described in this Section or required by Applicable Laws, the following are Events of Default that Franchisee may cure by taking appropriate remedial action within the applicable cure period. If Franchisee fails to cure such an Event of Default, Franchisor may terminate the Franchise or take any of the other actions this Agreement permits.

(i) Franchisee fails to pay or expend in full when due any Continuing Fees and other payments to Franchisor, or any trade account (including shipping charges) payable to Franchisor or its Affiliates, including for any Approved Items and other products and services, and fails to cure such default by making payment in full, including any applicable interest as provided by this Agreement, within 15 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(ii) Franchisee fails to pay any trade obligation due to a vendor with whom Franchisor or any of its Affiliates does business, as a result of which the vendor withholds or threatens to withhold the sale of goods or services, or withdraws or threatens to withdraw the availability of normal trade terms, to Franchisor, any Franchisor Affiliate or another Franchisee, and fails to cure such default within 30 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(iii) Franchisee fails to fulfill any requirement, to perform any obligation, or to observe any restriction set forth in this Agreement or the Brand Standards Manual, including without limitation obligations or restrictions regarding the participation in initial training, the opening and performance of administrative services and/o operations of the MD Hyperbaric Center Franchise and use, offer or sale of Approved Items or other products and services in connection with the MD Hyperbaric Center Franchise, or any other condition or restriction contained in this Agreement and not otherwise addressed in this Section, and fails to cure such default within 30 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(iv) Franchisee fails to fulfill any requirement or to perform any obligation set forth in Section 10 with respect to advertising and promotions (other than with respect to payment or expenditure of Continuing Fees) and fails to cure such default within 15 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(v) Franchisee or any other Person bound under this Agreement fails or refuses to honor a request for indemnification under this Agreement and fails to cure such default within 10 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(vi) Franchisee or any other Person bound under this Agreement breaches (a) any restriction or obligation relating to advertising or use of the internet set forth in this Agreement or any

related terms of use agreement, or (b) any covenant or obligation relating to Franchisor's intellectual property set forth in this Agreement or otherwise makes any unauthorized use of a Mark, an item of Copyrighted Materials or an element of the System and fails to cure such default within 10 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(vii) Any lease for the MD Hyperbaric Center Location expires or is terminated and Franchisee fails to renew or obtain approved replacements for the MD Hyperbaric Center Franchise in accordance with this Agreement within 15 days after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(viii) Franchisee or any agent, representative or employee of Franchisee (a) violates any Applicable Laws in connection with the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchise, including any Authorized Care Provider Regulations, or (b) fails to obtain, prior to opening, one or more of the licenses, permits or certificates required to develop and perform administrative services for and/or operate a MD Hyperbaric Center Franchise (including any Applicable Practice of Medicine Licenses) in accordance with the Brand Standards, or if such licenses, permits or certificates are suspended or terminated for any reason and fails to cure such default by promptly notifying Franchisor and taking all necessary action as approved by Franchisor to cure such violation within 72 hours after Franchisee receives notice of the violation.

(ix) Franchisee fails to comply with any notification, investigation and/or remediation requirements implemented by Franchisor during any Crisis Management Event, and/or fails to cure such default within 48 hours after Franchisor notifies Franchisee in writing of the remedial action to be taken.

(x) Franchisee fails an inspection conducted by Franchisor in accordance with this Agreement and there is one or more health, safety or sanitation conditions through the MD Hyperbaric Center Franchise that Franchisor reasonably determines may pose an imminent threat to public health or safety that Franchisee fails to cure within 24 hours after receipt of written notice thereof; provided that Franchisor may also require Franchisee to immediately cease all performance of administrative services and operations through the MD Hyperbaric Center Franchise until any such default is fully cured if Franchisor deems it necessary in its sole discretion.

(xi) Franchisee fails to obtain and maintain the MD Hyperbaric Center Franchise Administrative Services Business, MD Hyperbaric Center Franchise and Administrative Services, and/or MD Hyperbaric Center Franchise Administrative Services Agreement structure if required by this Agreement and/or Applicable Laws.

(c) Following are Events of Default that are irreversible and cannot be cured, and this Agreement will terminate immediately upon notice to Franchisee, unless otherwise indicated below.

(i) Franchisee or any other Person bound under this Agreement fails to observe or comply with the requirements of this Agreement regarding (a) any actual or purported or attempted sale, assignment or Transfer of interests or assets related to this Agreement or the MD Hyperbaric Center Franchise, (b) any non-competition and confidentiality covenants, (c) any unauthorized use or duplication of any aspect of the System, any offer and/or sale of unauthorized Approved Items (or MD Hyperbaric Center Franchise and Administrative Services) or other products or services to Customers or any purchase or use of any unauthorized leasehold improvements, furniture, fixtures, equipment, signage, Approved Items Approved Items or other products or services in connection with the MD Hyperbaric Center Franchise or for other purposes, or (d) any representation, warranty or covenant with respect to terrorist activities and money laundering.

(ii) Franchisee abandons the MD Hyperbaric Center Franchise or MD Hyperbaric Center Franchise, including without limitation failing to respond to Franchisor or to Customer inquiries during normal business hours on more than 5 consecutive days, excluding major changes to the furniture, fixtures, equipment, leasehold improvements used in the MD Hyperbaric Center Franchise in accordance with a schedule approved by Franchisor.

(iii) Franchisee and/or any Person bound under this Agreement commits or allows to occur the same Events of Default 2 or more times in any 12-month period, whether or not notified to Franchisee and whether or not cured in accordance with this Agreement.

(iv) Franchisee and/or any Person bound under this Agreement commits or allows to occur three or more similar or different Events of Default in any 12-month period, whether or not notified to Franchisee and whether or not cured in accordance with this Agreement.

(v) Franchisee or any guarantor of Franchisee's monetary obligations to Franchisor becomes insolvent, is adjudicated a bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, makes an assignment for the benefit of creditors or takes any other action pursuant to any federal or state insolvency statute or a receiver or other custodian is appointed for Franchisee's business or business assets. In such event, this Agreement will terminate automatically and immediately without notice to Franchisee.

(vi) Franchisee or one or more of the Principals is convicted of a felony or a crime involving fraud, sexual harassment, battery, drug possession, moral turpitude or any other crime or offense, or commits any act (regardless of whether such act constitutes a crime) that in Franchisor's sole opinion is reasonably likely to have an adverse effect on the System or the Marks, or the goodwill associated with the System or the Marks.

(vii) Franchisee and/or any Person bound under this Agreement has sexually harassed or intimidated any individual; has intentionally engaged in racial, ethnic, religious, sexual or other offensive discrimination against any individual or group; has knowingly engaged in any other activity or business practice that Franchisor reasonably considers materially detrimental to the reputation or public image of Franchisor or its Affiliates or their owners, directors, officers or employees, the Marks or the MD Hyperbaric Center Franchise Network; or has knowingly engaged in conduct that is grossly unethical in relation to the culture and business values on which the MD Hyperbaric Center Franchise Network is founded, whether or not the behavior or conduct constitutes a violation of federal, state or local law.

(viii) Franchisee knowingly maintains false books or records or submits any false reports to Franchisor, its Affiliates or any third-party vendor or supplier.

(d) Franchisor and Franchisee acknowledge that the franchise rights contemplated under this Agreement are granted on the assumption that there will be no Adverse Change of Law during the term of this Agreement. If, at any time during the term of this Agreement, there occurs an Adverse Change of Law, the parties agree to use their best efforts and to cooperate with each other in good faith to amend this Agreement either to bring it into conformity with the requirements of the Adverse Change of Law or to seek an alternative way to comply with the Adverse Change of Law which allows both parties to continue to enjoy the economic benefits of this Agreement. If, in Franchisor's or Franchisee's judgment, this Agreement cannot be modified to comply with the Adverse Change of Law without undermining material elements of the franchise relationship or the enjoyment of the economic benefits thereunder, Franchisor or Franchisee (as applicable) may, at its option, without liability for such action or any further obligation to the other, terminate this Agreement and the territorial rights granted hereby upon 60 days' written notice

to Franchisor or Franchisee (as applicable); provided that Franchisee shall be required to comply with all post-termination obligations set forth in this Agreement as a continuing condition to any such termination.

17. Termination; Other Remedies.

(a) If Franchisee commits or allows an Event of Default to occur and does not cure it before the related remedial period, if any, expires, Franchisor may, at its option, but subject to compliance with Applicable Laws, either terminate the Franchise and Franchisee's rights under this Agreement or compel Franchisee to sell the MD Hyperbaric Center Franchise in accordance with this Agreement. Upon termination or expiration of the Franchise, Franchisee's right and privilege to use the System, the Marks, the Copyrighted Materials, the Trade Secrets and all components of the Brand Standards Manual will absolutely and unconditionally cease. Franchisee will immediately:

(i) Cease offering and selling Approved Items or, if a MD Hyperbaric Center Franchise Administrative Services Business, any MD Hyperbaric Center Franchise and Administrative Services, and any other products and services, and either sell to or otherwise dispose of all unsold Approved Items and related products and services, as directed by Franchisor.

(ii) discontinue use of, and any permitted use of, the Marks, the Copyrighted Materials, the System, Trade Secrets and all components of the Brand Standards Manual, and permanently remove and delete all such items from Franchisee's Technology and Information Systems;

(iii) return to Franchisor the entire Brand Standards Manual and any other printed, graphic or audio/visual item designated by Franchisor as containing Trade Secrets;

(iv) unless such items are sold to Franchisor or another Franchisee in the MD Hyperbaric Center Franchise Network, remove from the MD Hyperbaric Center Location all interior and exterior MD Hyperbaric Center Franchise signs and other uses of the Marks;

(v) unless such items are sold to Franchisor or another Franchisee in the MD Hyperbaric Center Franchise Network, alter the MD Hyperbaric Center Location and related furniture, fixtures, equipment and leasehold improvements to remove all Trade Dress items and otherwise eliminate any and all distinctive features of the Franchise and to eliminate the ability of Franchisee or any third-party to use the MD Hyperbaric Center Location and related furniture, fixtures, equipment and leasehold improvements for the offer or sale of Approved Items or other products or services;

(vi) cease use of and/or transfer to Franchisor (at Franchisor's direction) all email addresses used in connection with the MD Hyperbaric Center Franchise, regardless of whether such email addresses contain or reference one or more of the Marks;

(vii) cease use of and/or return to Franchisor all Customer Information in accordance with this Agreement; and

(viii) cease use of and/or remove to the extent possible all Social Media or other online profiles that use one or more of the Marks to advertise, promote or perform administrative services for and/or operate the MD Hyperbaric Center Franchise and cancel all rights in and to any accounts for such Social Media or other online profiles; and

(b) Upon the Franchise's termination or expiration, Franchisor may immediately instruct the telephone company and all other directory publishers (both web-based and print) to transfer use and control of the MD Hyperbaric Center Franchise's telephone number(s) and all director listings to Franchisor or its

designee. Franchisee irrevocably constitutes and appoints Franchisor and its designees as Franchisee's agent and attorney-in-fact to effect the transfer of the MD Hyperbaric Center Franchise's telephone number(s) and directory listings, including authority to execute and deliver on Franchisee's behalf any transfer of service agreement the telephone company or other directory listing providers requires, and to revoke any call-forwarding or similar instructions Franchisee has given the telephone company. Franchisor will have no liability to Franchisee on account of or arising from any action it authorizes or takes to effect the transfer of the MD Hyperbaric Center Franchise's telephone number(s) and other directory listings in accordance with this Section. In addition, Franchisor will be entitled to injunctive or similar relief, without bond, against Franchisee and any other Person bound under this Agreement to enforce compliance with these requirements.

(c) If Franchisee does not comply with the requirements of this Section within seven days after the Franchise's termination or expiration, Franchisor may, at Franchisee's expense, enter the MD Hyperbaric Center Franchise's premises and effect Franchisee's compliance with all of that Section's requirements, including removal and storage of Franchisee's signs, and alteration or removal and storage of Trade Dress items. Franchisee irrevocably constitutes and appoints Franchisor and its designees as Franchisee's agent and attorney-in-fact to effect compliance with these requirements, and Franchisor will have no liability to Franchisee, in trespass or otherwise, on account of or arising from any action it authorizes or takes to effect Franchisee's compliance. In addition, Franchisor will be entitled to injunctive or similar relief, without bond, against Franchisee and any other Person bound under this Agreement to enforce compliance with these requirements.

(d) In lieu of immediately terminating the Franchise in accordance with Section 17(a), Franchisor may:

(i) suspend Franchisee's right to participate in one or more advertising, marketing, or promotional programs otherwise available to the MD Hyperbaric Center Franchise Network;

(ii) suspend or terminate Franchisee's participation in any temporary or permanent fee reductions to which Franchisor might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(iii) refuse to provide any operational support this Agreement requires; or

(iv) demand and require Franchisee to sell the MD Hyperbaric Center Franchise and transfer Franchisee's rights under this Agreement to a purchaser acceptable to Franchisor. After Franchisor demands such sale, Franchisee will have no further right or opportunity to cure a default or to reinstate Franchisee's right to continue managing and/or operating the MD Hyperbaric Center Franchise. Except for Franchisor's right to approve a proposed purchaser and to ensure that all Continuing Fees and other amounts due Franchisor and/or Franchisee's trade creditors are paid at the closing of the sale, Franchisee will be entitled to establish and negotiate the terms of sale. If Franchisee does not execute a binding agreement with an approved purchaser and deliver a copy of such agreement to Franchisor within 90 days after Franchisee receives Franchisor's demand to sell, or does not consummate the sale within 45 days after negotiations are completed, Franchisor may terminate the Franchise under Section 17(a) without further notice. Franchisee acknowledges and agrees Franchisor will not act as a broker for any transaction contemplated by this Section and that actions to be taken by Franchisor in connection with approving a transfer pursuant to this Section will not make Franchisor a broker for such transfer.

(e) In addition to any other rights and remedies (and in lieu of immediately exercising its rights under Section 17(a)), Franchisor may notify each supplier, distributor or vendor of Approved Items or other products and services that Franchisee is no longer authorized to purchase these Approved Items

or other products and services, and that sales of such items to Franchisee must therefore be discontinued until further notice from Franchisor.

(f) In addition to any other rights and remedies, Franchisee will immediately pay to Franchisor, and Franchisor is entitled to recover, all amounts owed to Franchisor in connection with this Agreement, and all trade obligations due Franchisor, plus interest and any late fees under this Agreement (as applicable), with or without terminating the Franchise. If any such obligation is referred to an attorney for collection or is collected in whole or in part through a judicial proceeding, Franchisee agrees to pay Franchisor's attorneys' fees and costs of collection, plus a charge for the staff and administrative time Franchisor expends to enforce its claims.

(g) In addition to any other rights and remedies, Franchisor may remove information on Franchisee and the MD Hyperbaric Center Franchise from the MD Hyperbaric Center Franchise Website, cancel Franchisee's access and use of the Technology and Information Systems, including the MD Hyperbaric Center Franchise Operating System if applicable), cancel Franchisee's account on the MD Hyperbaric Center Franchise Intranet network and/or deny Franchisee further access to communication via the Intranet, with or without terminating the Franchise.

(h) In addition to any other rights and remedies, Franchisor may obtain injunctive relief, without bond, against Franchisee and/or any other Person bound under this Agreement restraining the unauthorized or violative use of any Mark, item of Copyrighted Materials or Trade Secret, with or without terminating the Franchise.

(i) In addition to any other rights and remedies, Franchisor may recover damages from Franchisee and any other Person bound under this Agreement for the unauthorized use of any Mark and/or Trade Secret or the unauthorized use, copying or distribution of any item of Copyrighted Materials, and for any loss of customer or future Franchisee goodwill in the vicinity of the MD Hyperbaric Center Franchise.

(j) In addition to any other rights and remedies and regardless of whether Franchisor purchases the MD Hyperbaric Center Franchise, Franchisor will have an option (but no obligation) to purchase all or any part of the MD Hyperbaric Center Franchise's signs (not owned by Franchisor), equipment, fixtures, useable Approved Items or other products, and Franchisee's ownership interest (if any) in the MD Hyperbaric Center Location from Franchisee free and clear of all liens, restrictions or encumbrances, exercisable by giving written notice thereof to Franchisee within 60 days after the Franchise expires or is terminated. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities effecting the assets, contingent or otherwise. The purchase price for signs and equipment will equal their net book value (cost, less depreciation) or fair market value, whichever is lower; the purchase price for useable Approved Items or other products will equal to its invoiced cost to Franchisee; and the purchase price for the premises will be fair market value. Fair market value will be determined by two appraisers, with each party selecting one appraiser, and the average of their determinations constituting the binding market value. Each party will bear its own legal and other costs and will split the appraisal fees equally. The purchase price will be payable in cash (except that Franchisor may assume any note or lease covering furniture, fixtures, equipment, signage and any note covering the MD Hyperbaric Center Location). Franchisee agrees to provide Franchisor the information necessary to establish the purchase price, to sign and deliver to Franchisor a deed, bill of sale or an assignment of lease, transfer good and merchantable title to the assets purchased, free and clear or all liens and encumbrances (other than liens and security interest acceptable to Franchisor, if any) with all sales and other transfer taxes paid by Franchisee and all licenses and permits of the MD Hyperbaric Center Franchise which may be assigned, and otherwise to cooperate with

Franchisor in its taking title to and possession and delivery of the items Franchisor purchases. The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. Franchisor may exclude from the assets purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not necessary (in function or quality) to the MD Hyperbaric Center Franchise's operation or that Franchisor has not approved as meeting standards for MD Hyperbaric Center Franchise, and the purchase price will reflect such exclusions. Additionally, Franchisor has the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts Franchisee or the Principals owe to Franchisor. If Franchisee fails or refuses to comply with its obligations under this Section during the option period, Franchisor's option will be extended until 15 days after Franchisee complies.

(k) In addition to any other rights and remedies, Franchisor or Franchisor's designee will have the option (but no obligation) to assume any lease or sublease for the MD Hyperbaric Center Location. If Franchisor or its designee assumes any lease or sublease for the MD Hyperbaric Center Location, the assignee must assume all of Franchisee's obligations under the lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the lease that occurred or existed prior to the date of the assignment. Franchisee will be solely responsible for any assignment fee or similar charge, or any increase or acceleration of rent under all leases or subleases in connection with an assignment to Franchisor or its designee.

18. <u>Indemnification</u>.

(a) Franchisee and the Principals, jointly and severally, will, at all times and to the fullest extent permitted by Applicable Law, indemnify the Indemnified Parties from and defend them against all Losses and Expenses of any of the Indemnified Parties that arise out of or are based upon any of the following:

(i) The performance of administrative services, operation or condition of any part of the MD Hyperbaric Center Franchise or the site on which the MD Hyperbaric Center Franchise is located, the conduct of business through the MD Hyperbaric Center Franchise and any acts or omissions of Franchisee or Franchisee's employees, agents or contractors, including with respect to the collection or use of Customer Information.

(ii) The infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of the Principals of any patent, trademark, copyright, or other proprietary right owned or controlled by third parties unless, and to the extent that, the Action is based upon or arises from Franchisee's authorized use of the Marks in strict compliance with the terms of this Agreement.

(iii) The violation or breach by Franchisee or any of the Principals of any Applicable Laws, including but not limited to Privacy Laws or Authorized Care Provider Regulations and Applicable Practice of Medicine Licenses.

(iv) Franchisee's (or its Authorized Care Providers') failure to obtain and maintain the types and amount of insurance coverage set forth in the Brand Standards Manual or otherwise required by Franchisor.

(v) Libel, slander, or any other form of defamation of the Indemnified Parties, the System or any other Franchisee by Franchisee or any of the Principals.

(vi) The violation or breach by Franchisee, or any of its Affiliates or Principals of any warranty, representation, agreement or obligation in this Agreement or other agreement between Franchisee or its Affiliates and one or more of the Indemnified Parties.

(vii) Acts, errors, or omissions of Franchisee, its Affiliates, the Principals and their respective owners, officers, employees, agents and representatives in connection with the performance of administrative services, establishment and/or operation of the MD Hyperbaric Center Franchise pursuant to this Agreement.

(viii) Any and all encumbrances, liens, assessments, levies, charges, surcharges, demands for payment, taxes or any other liabilities imposed on Franchisor or on or as a result of any payment due to or paid to Franchisor under this Agreement, by any taxing authority or any political subdivision, instrumentality, agency or other body of any governmental or taxing authority.

(b) Franchisee and each of the Principals agrees to give Franchisor immediate notice of any Action subject to indemnification under this Agreement. At the expense and risk of Franchisee and each of the Principals, Franchisor may elect to control (but under no circumstance is obligated to undertake), and associate counsel of its own choosing with respect to, the defense and/or settlement of any such Action. Such an undertaking by Franchisor will, in no manner or form, diminish the obligation of Franchisee and each of the Principals to indemnify the Indemnified Parties and to hold them harmless.

(c) In order to protect persons or property or the reputation or goodwill of itself or others, Franchisor may, at any time and without notice, as it deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the Action if, in Franchisor's judgment, there are grounds to believe that:

(A) Any of the acts or circumstances enumerated in this Section has occurred; or

(B) Any act, error or omission as described in this Section may result directly or indirectly in damage, injury or harm to any Person or any property.

(d) All Losses and Expenses incurred under this Section will be chargeable to and paid by Franchisee or any of the Principals pursuant and subject to their respective obligations of indemnity under this Section, regardless of any action, activity, or defense undertaken by Franchisor or the subsequent success or failure of that action, activity, or defense.

(e) THE INDEMNIFIED PARTIES DO NOT ASSUME ANY LIABILITY WHATSOEVER FOR ACTS, ERRORS, OR OMISSIONS OF THOSE WITH WHOM FRANCHISEE, ANY OF ITS AFFILIATES OR ANY OF THE PRINCIPALS, MAY CONTRACT. FRANCHISEE AND EACH OF FRANCHISEE'S PRINCIPALS THAT EXECUTES THE PERSONAL GUARANTY AND PRINCIPALS' UNDERTAKING WILL HOLD HARMLESS AND INDEMNIFY THE INDEMNIFIED PARTIES FROM ALL LOSSES AND EXPENSES THAT MAY ARISE OUT OF ANY ACTS, ERRORS, OR OMISSIONS OF FRANCHISEE, ITS AFFILIATES AND THE PRINCIPALS AND ANY SUCH THIRD PARTIES, WITHOUT LIMITATION AND WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE ACTS, ERRORS OR OMISSIONS OR THE NEGLIGENCE (WHETHER THAT NEGLIGENCE IS SOLE, JOINT, OR CONCURRENT, AND WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES OR ANY OTHER PARTY OR PARTIES ARISING IN CONNECTION THEREWITH, IN CONNECTION WITH THE PERFORMANCE OF ADMINISTRATIVE SERVICES, ESTABLISHMENT AND/OR OPERATION OF THE MD HYPERBARIC CENTER FRANCHISE, INCLUDING, BUT NOT LIMITED TO, ANY ACTS,

ERRORS OR OMISSIONS OF ANY OF THE FOREGOING IN THE OPERATION OF ANY MOTOR VEHICLES, IN THE ESTABLISHMENT OR IMPLEMENTATION OF SECURITY FOR THE MD HYPERBARIC CENTER FRANCHISE, IN THE USE OF ANY INTERNET SITE OR INTRANET NETWORK DEVELOPED BY FRANCHISOR, ACTS OF ANY THIRD PARTIES, OR ACTS OR CLAIMS ARISING FROM THIS AGREEMENT.

19. Terrorist and Money Laundering Activities. Franchisee and the Principals represent and warrant to Franchisor that neither Franchisee, nor any Principal, nor any of their respective Affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/). Further, Franchisee and the Principals represent and warrant that neither they nor any Principal or Affiliate referred to above has violated, and each of them agrees not to violate, any Applicable Laws prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act (text currently available at http://www.epINC.org/privacy/terrorism/ hr3162.html), U.S. Executive Order 13224 (text currently available at http://www.treas.gov/offices/ enforcement/ofac/legal/eo/13224.pdf), or any similar Applicable Laws. The foregoing constitute continuing representations and warranties, and Franchisee and the Principals will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

20. Law Governing; Dispute Resolution.

(a) **Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§1051 *et. seq.*), this Agreement will for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the State of New Jersey, except that (i) its choice of law and conflict of law rules will not apply and (ii) any New Jersey law regulating the offer and sale of franchises or business opportunities, or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this subsection 20(a).**

(b) The parties mutually agree that the United States District Court for the District of New Jersey, Newark Vicinage, or if such court lacks jurisdiction, the state courts located in Essex County, New Jersey, will be the exclusive venue and exclusive forum in which to adjudicate any Action arising from or relating to this Agreement and any guarantees hereof, undertakings hereunder provided and relationship established thereby, however, with respect to any Action which seeks monies owed, injunctive relief or other extraordinary relief, Franchisor may bring such action in any court of competent jurisdiction. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either the jurisdiction of or venue in such courts. The parties mutually agree that personal jurisdiction may be effected by alternative means of service of process and that when so made will be as if served personally.

(c) **Except with respect to Franchisee's and each Principal's obligation to indemnify Franchisor and claims Franchisor brings for Franchisee's unauthorized use of the Marks or unauthorized use or disclosure of any Trade Secrets, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other and agree that, in the event of any Action between the parties, the parties bringing the Action will be limited to equitable relief and to recovery of any direct or general damages it sustains; provided, however that Franchisor will have the right to seek and recover lost profits and/or all applicable liquidated damages afforded under this Agreement in the event of termination of this Agreement**.

(d) **Except for an Action arising from Franchisee's nonpayment or underpayment of amounts Franchisee owes Franchisor pursuant to this Agreement, or an Action related to Franchisee's unauthorized use of the Marks, any and all Actions arising out of or relating to this Agreement or the relationship created hereby will be barred unless an Action is commenced within 2 years and 1 day after the date on which the party asserting such Action knew or should have known of the facts giving rise to such Action. Notwithstanding the foregoing, with respect to any Actions arising out of or in connection with an Event of Force Majeure, the 2 years and 1 day limit on Actions provided for in this Section will be extended for a period equal to the extended performance period resulting from the Event of Force Majeure, provided that such period will not exceed 90 days.**

(e) **Franchisee and the Principals agree that any Action arising from or relating to this Agreement and any guarantees hereof, undertakings hereunder provided and the relationship established thereby shall be conducted on an individual basis, and not as part of a common, consolidated or class action.**

21. JURY TRIAL WAIVER. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES OR ARISING UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RIGHT OR CURE HEREUNDER. THE PARTIES ACKNOWLEDGE THEIR RIGHT TO A JURY TRIAL, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL AND THAT THIS WAIVER IS ENTERED INTO KNOWINGLY AND VOLUNTARILY.

22. Liquidated Damages.

(a) If Franchisee unilaterally abandons the Franchise prior to the natural expiration of the term or Franchisor terminates this Agreement for cause in accordance with the terms of this Agreement, then, in addition to any other remedies available to Franchisor at law or in equity, Franchisor will be entitled to collect from Franchisee, and Franchisee agrees to pay within 15 days of demand by Franchisor, an amount equal to the average aggregated Royalty Fees that Franchisee paid or owed to Franchisor during the 12 months of operation preceding the effective date of termination multiplied by the lesser of (a) 24, or (b) the total number of months remaining in the Term of this Agreement had it not been terminated.

(b) If after (1) the expiration of the Franchise, or (2) the termination of the Franchise by Franchisor in accordance with this Agreement, Franchisee continues to use any of the Marks or element of the System in connection with the continued operation of the MD Hyperbaric Center Franchise or otherwise, then, in addition to any other remedies available to Franchisor at law or in equity, Franchisor will be entitled to collect from Franchisee, and Franchisee agrees to pay within 15 days of demand by Franchisor, Continuing Fees for such use of the Marks and/or the System equal to 200% of the Continuing Fees that Franchisee would otherwise have been obligated to pay under this Agreement with respect to the operations of the MD Hyperbaric Center Franchise.

(c) If Franchisee directly or indirectly opens or participates in the ownership or operation of a business in violation of the covenant not to compete expressed in this Agreement), then, in addition to any other remedies available to Franchisor at law or in equity, Franchisor will be entitled to receive throughout the term of the covenant, and Franchisee agrees to pay within 15 days of demand by Franchisor, a monthly fee equal to 15% of the competing businesses' revenues, measured in accordance with same parameters that Continuing Fees are measured under this Agreement.

(d) Any demand for payment of liquidated damages under this Agreement does not constitute an election of remedies and any payments received will be in addition to and not in lieu of any other remedies available to Franchisor at law or in equity.

23. Miscellaneous.

(a) This Agreement will be binding upon and inure to the benefit of Franchisor and Franchisee and their respective successors, assigns, executors, heirs and personal representatives. If Franchisee is, or subsequently Transfers the Franchise to, a Business Entity, each Principal will also be personally and individually bound by the provisions of this Agreement that expressly.

(b) This Agreement will not be binding on Franchisor and the Franchise will not be granted unless and until each Principal designated by Franchisor executes and delivers a Personal Guaranty and Principals' Undertaking in the form attached as Exhibit A. Additionally, subject to Applicable Laws, all Persons who receive Confidential Information as a result of Franchisee's operations hereunder, that do not satisfy the term "Principal" under this Agreement, will be required to execute a copy of the Confidentiality Agreement and Covenant Not To Compete attached to this Agreement as Exhibit B; provided that only those with a direct or indirect ownership interest in Franchisee will be required to sign Exhibit B with a Covenant Not To Compete.

(c) The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

(d) The term "Franchisee" includes the plural as well as the singular, the masculine and feminine genders, and Business Entities as well as individuals.

(e) This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by Franchisor and Franchisee. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Brand Standards Manual, which Franchisor may modify unilaterally.

(f) Notwithstanding any contrary provisions contained in this Agreement, Franchisor and Franchisee acknowledge and agree that (i) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its business judgment in exercising such discretion based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests, promotion and benefit of the System and MD Hyperbaric Center Franchises generally (including Franchisor, and its Affiliates and other Franchisees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular Franchisee (examples of items that will promote or benefit the System and MD Hyperbaric Center Franchises generally include, without limitation, enhancing the value of the Marks, improving Customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); (iii) Franchisor will have no liability to Franchisee for the exercise of its discretion in this manner; and (iv) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action will substitute its judgment for Franchisor's judgment so exercised and such action

or decision will not be subject to challenge for abuse of discretion. IF FRANCHISOR TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR FRANCHISOR'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

(g) This Agreement is not intended to create, and will not be interpreted or construed as creating, a partnership, joint venture, agency, employment, personal services, fiduciary or other "special" relationship between Franchisor and Franchisee, and no representation to the contrary will be binding upon Franchisor.

24. Notices. All notices permitted or required to be delivered pursuant to the provisions of this Agreement will be delivered in writing to the address listed on the Summary Pages for Franchisor and to the MD Hyperbaric Center Location for Franchisee or such other address as the parties will specify by written notice, and will be deemed so delivered: (a) at the time delivered by hand; (b) 1 day after transmission by email, provided there is some proof of receipt; or (c) 1 day after being placed in the hands of a commercial courier service for next day delivery, provided there is some proof of receipt; and must be addressed to the party to be notified at the addresses as described above for Franchisor and Franchisee or such other address as the parties will specify by written notice.

25. Franchisee's Acknowledgments.

(a) Franchisee acknowledges and agrees that this Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreement, understandings, negotiations and discussions, whether oral or written, of the parties hereto, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein and therein; provided that to the extent applicable nothing in this Agreement, the Exhibits or any related agreement is intended to disclaim Franchisor's representations contained in the franchise disclosure document provided to Franchisee in connection with this Agreement. No supplement, modification, waiver or termination of this Agreement will be binding unless executed in writing by the party hereto to be bound thereby. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) Franchisee acknowledges that no document that this Agreement requires will be binding on Franchisor unless it is signed on Franchisor's behalf by its authorized representative.

(c) Franchisee acknowledges and agrees that this Agreement creates an arm's length commercial relationship that cannot and will not be transformed into a fiduciary or other "special" relationship by course of dealing, by any special indulgences or benefits that Franchisor bestows on Franchisee, or by inference from a party's conduct.

(d) Franchisee acknowledges and agrees that Franchisee received (i) Franchisor's then current franchise disclosure document required by the Trade Regulations Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least 14 days prior to execution of this Agreement as required by such Trade Regulations Rule and (ii) a fully completed

copy of this Agreement at least 7 days prior to execution as required by such Trade Regulations Rule, as further described on the Summary Pages.

(e) **The following only applies in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin**: No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[continued and executed on the following page]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:

MDH Franchisor LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Effective Date: _____

FRANCHISEE:

_____
_____

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

EXHIBIT A

PERSONAL GUARANTY AND PRINCIPALS' UNDERTAKING

In consideration of, and as an inducement to, the execution of the MD Hyperbaric Center Franchise Agreement with the date set forth below, including any appendices and amendments thereto (the "Franchise Agreement"), by and between MDH Franchisor LLC, a Delaware limited liability company ("Franchisor") and the Franchisee named below ("Franchisee"), each of the undersigned Principals hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the Term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that Franchisee will punctually pay and perform the Franchise Agreements and covenants expressly provided by the terms of the Franchise Agreement; and (2) acknowledges that each is included in the term "Principal" as described in the Franchise Agreement and without limiting any guarantee of Franchisee's obligations under the Franchise Agreement, jointly and severally makes all of the covenants, representations, warranties and agreements of Principals set forth in the Franchise Agreement and is jointly and severally obligated to perform thereunder for so long as he or she qualifies as a Principal and thereafter to the extent expressly provided by the terms of the Franchise Agreement, including, but not limited to, the covenants, representations, warranties and agreements described in the following sections of the Franchise Agreement: Sections 14 (regarding confidentiality and non-competition), 15 (regarding Transfer), 18 (regarding indemnification), 20 (regarding governing law and dispute resolution) and 22 (Liquidated Damages); and (3) represents that each and every representation of Franchisee made in connection with the Franchise Agreement is true, correct and complete in all respects as of the time given and as of the time of the undersigned's execution of this Personal Guaranty and Principals' Undertaking. Any capitalized terms used but not defined in this Personal Guaranty and Principals' Undertaking will have the meaning set forth in the Franchise Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; (e) notice of any amendment to the Franchise Agreement; and (f) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (i) his or her direct and immediate liability under this Personal Guaranty and Principals' Undertaking will be joint and several; (ii) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses to do so punctually; (iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability will not be diminished, relieved or otherwise effected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Personal Guaranty and Principals' Undertaking, which will be continuing and irrevocable until satisfied in full.

Each of the undersigned agrees that the United States District Court for the District of New Jersey, Newark Vicinage, or if such court lacks jurisdiction, the state courts located in Essex County, New Jersey, will be the exclusive venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement and this Personal Guaranty and Principals' Undertaking. Each of the undersigned irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts. Each of the undersigned agrees that personal jurisdiction

may be effected by service of process and that when so made will be as if served personally. Each of the undersigned irrevocably waives, to the fullest extent the undersigned may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agrees that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of New Jersey but may be served with the same effect as if served within the State of New Jersey, by means permitted by law addressed to the undersigned at the address set forth herein. Nothing contained herein will affect Franchisor's rights to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought to enforce any judgment against one or more of the undersigned entered by a state or federal court.

Each of the undersigned further acknowledges and agrees as follows:

Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Personal Guaranty and Principals' Undertaking is in partial consideration for, and a condition to the granting of the rights to the Marks and the System, and the Franchisor would not have granted such rights without the execution of this Personal Guaranty and Principals' Undertaking by each of the undersigned;

This Personal Guaranty and Principals' Undertaking will remain in force notwithstanding the death of the undersigned, and will be binding on the undersigned's personal representatives; and

This Personal Guaranty and Principals' Undertaking will continue and will be enforceable notwithstanding any change in the name or the constitution of the Franchisor or Franchisee.

Each of the undersigned represents and warrants that the following is a complete and accurate list of all Principals of Franchisee and a full description of the nature and extent of each Principal's Ownership Interest in Franchisee. Franchisee, and each Principal as to his Ownership Interest, represents and warrants that each Principal is the sole and exclusive legal and beneficial owner of his Ownership Interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Personal Guaranty and Principals' Undertaking.

Name of Franchisee:_____ **Date of Franchise Agreement:**_____

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Franchise Agreement was executed.

OWNERSHIP INTEREST IN FRANCHISEE:	**CONTROLLING PRINCIPAL(S):**
_____	_____ (Signature)
_____	_____ (Print Name)
_____	_____ (Signature)
_____	_____ (Print Name)

EXHIBIT B

CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE

This Confidentiality Agreement (this "Agreement") is made and entered into as of the Effective Date set forth below, between MDH Franchisor LLC, a Delaware limited liability company ("Franchisor"), the Franchisee entity described in the signature below ("Franchisee") and the owner, manager or employee described as the Recipient below ("Recipient").

RECITALS

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort and money, has acquired the right to use and license others to use a distinctive System for the development and performance of administrative services and/or operation of the MD Hyperbaric Center Franchises that operate under the MD Hyperbaric Center Franchise trade name; and

WHEREAS, the System includes, but is not limited to, the development guidelines, opening guidelines, operational guidelines, initial and ongoing training programs, business methods, designs, arrangements and Brand Standards for managing and/or operating MD Hyperbaric Center Franchises, MD Hyperbaric Center Franchise Administrative Services Businesses, MD Hyperbaric Center Franchises, or MD Hyperbaric Center Franchise Facilities, including those pertaining to site selection, conversion, construction, exterior and interior building design, layouts, leasehold improvements, furniture, fixtures, equipment, signage, trade dress, HBOT supplies and products and other products and services that are used, offered or sold through MD Hyperbaric Center Franchises generally, methods of inventory control and requirements and policies regarding personnel, accounting and financial performance, advertising and marketing programs and information and technology systems, all of which Franchisor may improve, further develop or otherwise modify from time to time; and

WHEREAS, Franchisor's Confidential Information developed and used in connection with the System provides economic advantages to Franchisor and includes information and know-how not generally known to, and not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Confidential Information; and

WHEREAS, Franchisor has taken and intends to take all steps to maintain the confidentiality and secrecy of the Confidential Information; and

WHEREAS, Franchisor has granted Franchisee the limited right to develop a MD Hyperbaric Center Franchise using the System, the Marks and Confidential Information for the period defined in the Franchise Agreement made and entered into on the date described below ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Confidential Information; and

WHEREAS, it will be necessary for certain personnel, agents, independent contractors, officers, directors, partners and interest holders of Franchisee, or any entity having an interest in Franchisee to have access to and to use some or all of the Confidential Information in the performance of administrative services and operation of Franchisee's business using the System; and

WHEREAS, Franchisee has agreed to obtain from recipients of Confidential Information written Agreements protecting the System against unfair competition; and

WHEREAS, Recipient wishes to remain, or wishes to become employed by or associated with Franchisee; and

WHEREAS, Recipient wishes and needs to receive and use the Confidential Information in the course of his or her employment or association in order to effectively perform services for Franchisee; and

WHEREAS, Recipient acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Recipient herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Recipient expressly acknowledges that Recipient possesses skills and abilities of a general nature and has other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Agreement will not deprive Recipient of any personal goodwill or ability to earn a living.

2. Franchisor and/or Franchisee will disclose to Recipient some or all of the Confidential Information relating to the System. As used in this Agreement, "Confidential Information" will include all items contemplated in the Franchise Agreement's definition "Confidential Information" as well as any and all other information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data which Franchisor provides to Franchisee and/or Recipient.

3. Recipient will receive the Confidential Information in confidence and will, at all times, maintain them in confidence, and use the Confidential Information only in the course of his or her employment by or association with Franchisee and then only in connection with the development and/or operation by Franchisee of the MD Hyperbaric Center Franchises using the System for so long as Franchisee is licensed by Franchisor to use the System.

4. Recipient will not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's written permission.

5. Recipient will not at any time disclose or permit the disclosure of the Confidential Information except to other personnel of Franchisee and only to the limited extent necessary to train or assist other personnel of Franchisee in the development or operation of a MD Hyperbaric Center Franchise using the System.

[THE BELOW SECTION IS ONLY APPLICABLE IF THE RECEIPIENT HAS AN OWNERSHIP INTEREST IN FRANCHISEE]

6. If Recipient has a direct or indirect, legal or beneficial Ownership Interest of any type in Franchisee, including but not limited to (i) in relation to a corporation, the ownership of shares in the corporation; (ii) in relation to a partnership, the ownership of a general partner or limited partnership interest; (iii) in relation to a limited liability company, the ownership of a membership interest; or (iv) in relation to a trust, the ownership of the beneficial interest of such trust, Recipient covenants and agrees

that, during the term of the Franchise Agreement and for 18 months after Recipient ceases to have such Ownership Interest or for 18 months after the Franchise Agreement has terminated for any reason, whichever occurs earlier, Recipient will not own or operate, directly or indirectly, or accept employment by or hold an interest in a Competing Business (defined as any health and wellness services business that offers and sells HBOT products and services to third parties through any means of distribution, and/or any management, administrative services or marketing services business providing services directly or indirectly to such health and wellness services business), which is located (i) at the MD Hyperbaric Center Location; or (ii) within the MD Hyperbaric Center Franchise Territory, or (iii) within 25 miles of the perimeter of the MD Hyperbaric Center Franchise Territory, or (iv) within 25 miles of the perimeter of the territory of any other MD Hyperbaric Center Franchise. For purposes of calculating the duration of the 2-year period, any time during which Recipient (as applicable) is in violation or breach of the covenant will be excluded. Recipient acknowledges that Recipient's covenant not to compete is reasonable and necessary to protect the business and goodwill of Franchisor and to avoid misappropriation or other unauthorized use of the System and Franchisor's Confidential Information. Recipient acknowledges and confirms that Recipient possesses the education, training and experience necessary to earn a reasonable livelihood apart from operating a Competing Business.

The parties agree that the foregoing covenant will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Recipient expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

Recipient understands and acknowledges that Franchisor will have the right to reduce the scope of any covenant set forth in this Section, or any portion thereof, without his or her consent, effective immediately upon notice to Recipient; and Recipient agrees that he or she will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of this Agreement.

7. Recipient will surrender any material containing some or all of Franchisor's Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment by or association with Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Recipient.

8. Recipient will not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

9. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

10. Any capitalized terms used but not defined in this Agreement will have the meaning set forth in the Franchise Agreement.

11. Franchisee will make all efforts to ensure that Recipient acts as required by this Agreement.

12. Recipient agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate cure at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor will be entitled to enforce the

provisions of this Agreement and will be entitled, in addition to any other remedies which are made available to it at law or in equity (including any right to terminate the Franchise Agreement, as provided therein), to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

13. Recipient agrees to pay all expenses (including court costs and attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

14. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Recipient will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Recipient.

15. THIS AGREEMENT WILL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAW OF NEW JERSEY, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES. RECIPIENT HEREBY IRREVOCABLY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM OR HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY APPLICABLE LAW. RECIPIENT FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE ANY COURT OF COMPETENT JURISDICTION WITH JURISDICTION OVER ESSEX COUNTY, NEW JERSEY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT THAT HAS JURISDICTION.

16. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Recipient expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

17. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

18. For any breach of the non-competition/Competing Business obligations of this Agreement, and due to the difficulty of establishing the precise amount of damages for breach of these obligations, in addition to all other remedies provided for in this Agreement or otherwise available to Franchisor, and subject to Applicable Laws, Recipient agrees to pay Franchisor an amount equal to 20% of the gross revenues generated by a Competing Business with which Recipient is associated for a period equal to the duration Recipient is associated with the Competing Business. Demand for payment of liquidated damages does not constitute an election of remedies and any payments received will be in addition to and not in lieu of any other remedies to Franchisor at law or in equity.

19. This Agreement is not intended to create, and will not be interpreted or construed as creating, a partnership, joint venture, agency, employment, personal services, fiduciary or other "special"

relationship between Franchisor and Recipient, and no representation to the contrary will be binding upon Franchisor.

20. All notices permitted or required to be delivered pursuant to the provisions of this Agreement will be delivered in writing to the appropriate address listed in the signature blocks for Franchisor, Franchisee and Recipient, or such other address as the parties will specify by written notice, and will be deemed so delivered: (a) at the time delivered by hand; (b) 1 day after transmission by email (provided that the sender confirms the email by sending an original confirmation copy by expedited delivery service within 5 days after transmission); or (c) 1 day after being placed in the hands of a commercial courier service for next day delivery, provided there is proof of receipt.

21. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective Affiliates, successors and assigns. The respective obligations of Franchisee and Recipient hereunder may not be assigned by Franchisee or Recipient, without the prior written consent of Franchisor. Any assignment or attempted assignment lacking Franchisor's prior written consent or that otherwise violates the restrictions in this Section will be ineffective against Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR

MDH Franchisor LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Effective Date: _____
Date of Franchise Agreement_____

Franchisor's Address for Notice Purposes:

MDH Franchisor LLC
1 Carter Road
West Orange, NJ 07052
Attn: Christopher Neal, CEO
Email: chris@mdhyperbaric.com

FRANCHISEE

_____
_____

By: _____
Print Name: _____
Its: _____
Date: _____

Franchisee's Address for Notice Purposes:

_____
_____
Attention:_____
Email: _____

RECIPIENT:

_____

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

Recipient's Address For Notice Purposes:

_____
_____
Attention:_____
Email:_____

EXHIBIT C

AUTHORIZATION AGREEMENT
FOR PRE-AUTHORIZED PAYMENTS

MDH Franchisor LLC("FRANCHISOR")
ID NUMBER: _____

The undersigned ("DEPOSITOR") authorizes FRANCHISOR to initiate debit entries to the Checking Account indicated below at the DEPOSITORY named below, and authorizes DEPOSITORY to debit to such account all entries FRANCHISOR initiates.

DEPOSITORY

NAME _____ BRANCH _____

CITY _____ STATE _____

CHECKING ACCOUNT NO. _____

ROUTING NUMBER _____

DEPOSITOR agrees that this authorization will remain in full force and effect until DEPOSITOR has given FRANCHISOR written notice of its revocation in such time and in such manner as to afford FRANCHISOR and DEPOSITORY a reasonable opportunity to act on the notice.

DEPOSITOR'S
NAME _____ ID NUMBER _____

DEPOSITOR'S SIGNATURE _____

TITLE OF PERSON SIGNING (if signed in a representative capacity) _____

DATE _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE DEPOSITOR MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE DEBIT ORIGINATOR (FRANCHISOR) IN THE MANNER SPECIFIED IN THE AUTHORIZATION

EXHIBIT D

LEASE RIDER

This Lease Rider is executed as of the date set forth below by and among MDH Franchisor LLC, a Delaware limited liability company ("Franchisor"), the Franchisee entity described in the signature below ("Franchisee") and the landlord described ("Landlord"), as a Rider to the lease (as amended, renewed, and/or extended from time to time, "the Lease") for the premises described below (the "Location").

WHEREAS, Franchisee has executed or intends to execute a Franchise Agreement (the Franchise Agreement") with Franchisor" for the non-medical performance of administrative services and, potentially, the direct operation of a MD Hyperbaric Center Franchise at the Location, and as a requirement thereof, the lease for the Location must include the provisions contained in this Rider; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein will supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Franchisee hereby agree as follows:

A. Landlord will deliver to Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to Franchisee.

B. Notwithstanding anything to the contrary contained in the Lease, Franchisee will have the absolute right to sublet, assign or otherwise transfer its interest in the Lease to Franchisor or its affiliate, or to a business entity with which Franchisee or Franchisor may merge or consolidate, without Landlord's approval, written or otherwise, and without execution of a guarantee of Franchisor's obligations thereunder.

C. Franchisee will, if requested by Franchisor, assign to Franchisor, and Landlord hereby irrevocably and unconditionally consents to such assignment, all of Franchisee's rights, title and interest to and under the Lease upon any termination or if no successor franchise agreement is executed, but no such assignment will be effective unless: (a) the Franchise Agreement is terminated or expires without execution of a successor franchise agreement; and (b) Franchisor notifies the Franchisee and Landlord in writing that Franchisor assumes Franchisee's obligations under the Lease.

D. Franchisor will have the right, but not the obligation, upon giving written notice of its election to Franchisee and Landlord, to cure any breach of the Lease and, if so stated in the notice, to also succeed to Franchisee's rights, title and interests there under.

E. The Lease may not be modified, amended, renewed or extended in any manner or assigned by Franchisee without Franchisor's prior written consent.

F. Franchisee and Landlord acknowledge and agree that Franchisor will have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to its rights under this Lease Rider. In such case of assignment, Franchisor will assume all of Franchisee's obligations under the lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the lease that occurred or existed prior to the date of the assignment.

G. If Franchisor assumes the Lease, as above provided, Franchisor may further assign the Lease to another person or entity to perform administrative services for and/or operate the MD Hyperbaric

Center Franchise at the Location, subject to Landlord's consent which consent will not be unreasonably withheld, conditioned or delayed. Landlord agrees to execute such further documentation to confirm its consent to the assignments and subleases permitted under this Rider as Franchisor may request.

H. Landlord and Franchisee hereby acknowledge that Franchisee has agreed under the Franchise Agreement that Franchisor and its personnel or agents will have the right to enter the Location for certain purposes. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor, its personnel or agents. Landlord and Franchisee hereby further acknowledge that in the event the Franchise Agreement expires (without execution of a successor franchise agreement) or is terminated; Franchisee is obligated to take certain steps under the Franchise Agreement to de-identify the location as a MD Hyperbaric Center Franchise. Landlord agrees to permit Franchisor, its personnel or agents, to enter the Location and remove signs, decor and materials displaying any marks, designs or logos owned by Franchisor, provided Franchisor will bear the expense of repairing any damage to the Location as a result thereof.

I. Copies of any and all notices required or permitted hereby or by the Lease pursuant to this Lease Rider will also be sent to the party at the addresses set forth below or such other address as a party will specify by written notice to the others.

J. Under the Franchise Agreement, any lease for the location of the MD Hyperbaric Center Franchise is subject to Franchisor's approval. Accordingly, the Lease is contingent upon such approval.

IN WITNESS WHEREOF, the undersigned have entered into this Lease Rider as witnessed by their signatures below.

FRANCHISOR
MDH Franchisor LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Effective Date: _____
Date of Franchise Agreement_____

Franchisor's Address for Notice Purposes:

MDH Franchisor LLC
1 Carter Road
West Orange, NJ 07052
Attn: Christopher Neal, CEO
Email: chris@mdhyperbaric.com

FRANCHISEE
_____,
_____

By: _____
Print Name: _____
Its: _____
Date: _____

Franchisee's Address for Notice Purposes:

_____
_____
Attention:_____
Email: _____

LANDLORD:

_____

By: _____

Name: _____

Title: _____

Date: _____

Landlord's Address For Notice Purposes:

_____

_____

Attention: _____

Facsimile: _____

Email: _____

EXHIBIT E

MAP OF MD HYPERBARIC CENTER FRANCHISE TERRITORY

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination, transfer and nonrenewal of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to Franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

b. If Franchisee is required in the Franchise Agreement to execute a release of claims, such release will exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

c. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

d. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the covenant may be unenforceable under California law.

e. If the Franchise Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

f. If the Franchise Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

g. If the Franchise Agreement requires an interest rate greater than 10% per annum (the highest amount allowed in California), such interest rate will be reduced to 10% per annum.

h. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee.

i. Based upon our financial condition, the California Department of Financial Protection and Innovation has imposed a fee deferral requirement. Accordingly,

you will not be required to pay the initial franchise fees due to us and/or our affiliates until we have completed all our pre-opening obligations to you and you begin operating your franchise business.

j. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994) (the "Act"). To the extent that this Agreement contains provisions that are inconsistent with the following, those provisions are amended as follows:

a. Illinois law governs the Franchise Agreement.

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

c. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

e. All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et. seq. (2015 Repl. Vol.). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Franchisee is required in this Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such release will exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments will be void with respect to claims under the Law.

b. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement will not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

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

c. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

d. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. All representations in this Agreement requiring prospective franchisees to assent to any release, estoppel or waiver of liability are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

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

f. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor in connection with the commencement of the franchise relationship

shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

g. Section 25(d) of the Franchise Agreement is deleted in its entirety and of no force and effect in the State of Maryland.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Franchise Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that Franchisee's use of the Marks infringes trademark rights of the third-party. Franchisor does not indemnify against the consequences of Franchisee's use of the Marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement will be superseded by the Act's requirements and will have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that Franchisee be given sufficient opportunity to operate the franchise in order to enable Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement will be superseded by the Act's requirements and will have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement will be superseded by the Act's requirements and will have no force or effect.

d. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release will exclude claims arising under the Franchise Act, and such acknowledgments will be void with respect to claims under the Act.

e. If the Franchise Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions will not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions will not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring Franchisee to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement and/or the Franchise Disclosure Document will be superseded by the Minn. Rule's requirements and will have no force or effect.

h. 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).

i. 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.

j. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

l. Based upon the franchisor's financial condition, the Commissioner of the State of Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and the business has opened.

2. Each provision of this Agreement and/or the Franchise Disclosure Document will be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release will exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Franchise Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision will not be considered to waive any rights conferred upon Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

c. Notwithstanding any rights Franchisee may have in the Franchise Agreement permitting Franchisee to terminate the Franchise Agreement, Franchisee may also have additional rights to terminate the Franchise Agreement on any grounds available by law.

d. With respect to any transfer or assignment by Franchisor, no assignment will be made except to an assignee who, in good faith and judgment of Franchisor, is willing and financially able to assume Franchisor's obligations under the Franchise Agreement.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate North Dakota Law, or a rule or order under North Dakota Law, such release will exclude claims arising under North Dakota Law, and such acknowledgments will be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota Law. If the Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.

d. If the Franchise Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Franchise Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under North Dakota Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. Section 21 of the Franchise Agreement entitled "Jury Trial Waiver" is deleted in its entirety.

g. Section 22 of the Franchise Agreement entitled "Liquidated Damages" is deleted in its entirety.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of North Dakota Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee have initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release will exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments will be void with respect to claims under the Act.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee have initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO MD HYPERBARIC CENTER FRANCHISE
FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA

The MD Hyperbaric Center Franchise Agreement between _____ ("Franchisee" or "Franchisee") and MDH Franchisor LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

VIRGINIA LAW MODIFICATIONS

1. The Virginia State Corporation Commission, Division of Securities and Retail Franchising requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

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

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Virginia law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____ Name: _____ Its: _____	By: _____ Name: _____ Its: _____
Effective Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

FRANCHISOR	**FRANCHISEE**
MDH Franchisor LLC, **a Delaware limited liability company**	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

EXHIBIT C

APPLICANT CONFIDENTIALITY AGREEMENT AND AUTHORIZATION

APPLICANT CONFIDENTIALITY AGREEMENT AND AUTHORIZATION

This Applicant Confidentiality Agreement and Authorization ("Agreement") is entered into effective as of _____, 20__, by and among _____ (collectively, "Applicant," "you," or "your") and MDH Franchisor LLC, a Delaware limited liability company ("MD Hyperbaric", "we", "us" or "our"), with reference to the following facts:

RECITALS

We and our affiliates own, operate and grant franchises for a MD Hyperbaric Center franchised business (each a "MD Hyperbaric Center Franchise") that either (1) offers and sells Hyperbaric Oxygen Therapy products and services at a bricks and mortar location (each a "MD Hyperbaric Center"), or (2) offers and sells administrative services to medical practices and licensed healthcare professionals offering and providing Hyperbaric Oxygen Therapy products and services to customers under the MD Hyperbaric Center name and marks at a MD Hyperbaric Center.

The distinguishing features of a MD Hyperbaric Center Franchise include, but are not limited to, the name "MD Hyperbaric"; specially designed equipment and other emblems, insignia, logos, trade names, trademarks and service marks (the "MD Hyperbaric Marks"); products, methods, procedures, distinctive products and the formula and quality standards therefor; and instructional materials and training courses (collectively, the "MD Hyperbaric System").

You are considering purchasing a franchise for a MD Hyperbaric Center Franchise, and we wish to give you access to certain confidential and proprietary information and documents related to our business in order to assist you to evaluate the purchase of a franchise for a MD Hyperbaric Center Franchise from us.

You wish to also grant us authorization to conduct a background check and other due diligence on you in connection with your interest in purchasing a franchise for a MD Hyperbaric Center Franchise.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definition of Confidential Information. The term "Confidential Information" means all information, oral or written, know-how and documents (including, without limitation, our Manuals) relating to our franchise for a MD Hyperbaric Center Franchise and the development and performance of administrative services and/or operation of a MD Hyperbaric Center Franchise, furnished by us or our representatives to you or your representatives. Confidential Information also includes any analysis or study prepared by or for you which to any extent is based on our Confidential Information.

2. Your Agreement to Maintain Confidentiality. You acknowledge that it is important to our business to maintain the confidentiality of the Confidential Information and that we are making the Confidential Information available to you only for the limited purpose of investigating the purchase of a franchise for a MD Hyperbaric Center Franchise. You further acknowledge and agree that the Confidential Information is proprietary to and a valuable trade secret of ours and that any disclosure or unauthorized use of the Confidential Information will cause us irreparable loss and harm. In consideration of the opportunity to obtain access to the Confidential Information, you hereby agree as follows:

a. To use the Confidential Information solely to carry out your evaluation of purchasing a franchise for a MD Hyperbaric Center Franchise. During and after your evaluation, you will not use the

Confidential Information for your own use, including in connection with any business, other than a MD Hyperbaric Center Franchise operated under a valid franchise agreement with us. You agree not to disclose the Confidential Information, except (i) as may be required by law, or (ii) to your employees, outside counsel, accountants, and other representatives or affiliates who need to know such information for the purpose of helping you evaluate the purchase of a franchise for a MD Hyperbaric Center Franchise. In the event you or any persons to whom you disclose the Confidential Information become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, you will give us prompt prior written notice of such requirement so that we may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof. In the event that such protective order or other remedy is not obtained, or we waive compliance with provisions hereof, you agree to furnish only that portion of the Confidential Information which you are advised by written opinion of counsel is legally required and exercise your best efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.

b. To ensure that all your employees, outside counsel, accountants and other representatives and affiliates who are given access to the Confidential Information on your behalf will be bound by, and will conduct their evaluation in accordance with the terms of this Agreement. You will be fully responsible for any breach of this Agreement by any person to whom you give access to the Confidential Information.

c. Not to make copies of the Confidential Information except as necessary to assist you in your evaluation of the purchase of a franchise for a MD Hyperbaric Center Franchise.

d. If you do not enter into a franchise relationship with us, or upon our request, to promptly return to us all Confidential Information and to retain no copies thereof.

3. Absence of Representations or Warranties. You understand and acknowledge that we are not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither we nor any of our officers, directors, employees, agents or affiliates will have any liability to you or any other person resulting from your use of the Confidential Information. Only those representations and warranties, if any, that are made to you in any franchise agreements when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

4. Ownership. You acknowledge and agree that the Confidential Information is owned solely by us and our affiliates, and that this Agreement does not grant to you any rights in or to the Confidential Information except the limited right to use the Confidential Information to evaluate the purchase of a franchise for a MD Hyperbaric Center Franchise.

5. Remedies. You agree that your obligations hereunder are necessary and reasonable in order to protect us and expressly agree that monetary damages would be inadequate to compensate us for any breach of any covenant or agreement set forth herein. Accordingly, you agree and acknowledge that any such violation or threatened violation will cause irreparable injury to us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to obtain injunctive relief and specific performance against you for the threatened breach of this Agreement or the continuation of any such breach, without proof of actual damages and without posting bond.

6. Your Authorizations, Consents and Releases regarding this Agreement and Your Personal Information.

a. You understand that we will be requesting information on you from various companies, financial and other institutions, universities, credit reporting agencies, professional and academic certification law enforcement agencies, former employers, and/or the military, and you hereby authorize such

entities to release any information that they may have about you to us and our agents and designees, and release them from any liability arising out of or related to their release of such information.

b. You authorize all financial institutions holding funds or other property on your behalf or on behalf of any business entity in which you hold a beneficial interest, whether or not identified in this Agreement, to release all records including signature cards, statements and all documentation reflecting the source of deposited funds, whether the funds were received in the form of cash, credit, electronic fund transfer or wire transfer.

c. You also authorize us and our agents and designees to obtain such credit and other civil and criminal investigative reports as they consider necessary to evaluate this Agreement, and understand that these reports may contain information about your background, mode of living, character and personal reputation. This authorization is valid for any current and future reports and updates that may be requested and you agree to execute all additional documents, waivers or releases that might be necessary for us or our agents and designees to obtain such information or reports.

___ You request a copy of your credit report
___ You do not request a copy of your credit report

d. You further authorize us and our agents and designees to contact individuals or entities identified by you, or whose names arise in connection with the civil and criminal investigative reports described above for purposes of obtaining character references and verifying the information contained in this Agreement. You hereby authorize any individual or entity contacted by us or our agent or designee to provide all requested information, and release them from any liability arising out of or related to their release of such information.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns; provided however that the Confidential Information shall not be assigned without our prior written consent.

8. Amendments and Waiver. This Agreement may be amended only in writing executed by the parties hereto. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. Failure to enforce any provision of this Agreement in one or more instances shall not constitute a waiver of any term hereof.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey except that (i) its choice of law and conflict of law rules will not apply and (ii) any New Jersey law regulating the offer and sale of franchises or business opportunities, or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this Section 9.

10. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, NEWARK VICINAGE, OR IF SUCH COURT LACKS JURISDICTION, THE STATE COURTS LOCATED IN ESSEX COUNTY, NEW JERSEY. FOR THE PURPOSES OF SUCH EXCLUSIVE JURISDICTION, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN SUCH COURTS AND HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY FURTHER IRREVOCABLY WAIVE ANY RIGHT TO A JURY

TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS.

The undersigned parties have executed and delivered this Agreement to be effective as of the day and year first above written.

APPLICANT	**FRANCHISOR**
_____	**MDH Franchisor LLC,** **a Delaware limited liability company**
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT D

FRANCHISE APPLICATION

MD HYPERBARIC CENTER FRANCHISES
FRANCHISE APPLICATION

INSTRUCTIONS: **Thank you for expressing an interest in obtaining rights from MDH Franchisor LLC ("we" or "MD Hyperbaric") to develop, manage and/or operate one or more franchised MD Hyperbaric Center Franchises (each a "MD Hyperbaric Center Franchise"). This Franchise Application ("Application") should be completed by (1) the business entity that will hold the franchise rights and/or own the MD Hyperbaric Center Franchise(s) (collectively, referred to as "you" and "your" in this Application) and (2) the business entity that will directly or indirectly control you. Please print your responses clearly, attach all required documents and then execute this Application in the signature page at the end of the Application.**

Authorized Signers: Authorized signers for this Franchise Application include the following:

Applicant	Signer (s)
Corporation	President, Vice President or other Authorized Officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s), Authorized Member(s), or Manager(s)
Trust	Trustee(s)
Estate	Executor/Executrix, Administrator/Administratrix

When completed and signed, please send your Application to us at the following address: Mr. Christopher Neal and chris@mdhyperbaric.com.

Your General Information

*Each Business Entity applicant must complete and submit the Organizational Information Checklist attached at the end of this Application.

Business Entity Name: _____

Jurisdiction of Formation: _____
Date of Formation: _____
Business Registration Number: _____
Business Tax ID Number: _____
Current Registered Address: _____

_____

_____

Main Telephone Number: _____

Main E-Mail Address: _____

Mailing Address (if different): _____

_____

_____

***Please attached a list identifying your officers and directors (or equivalent executives) and equity owners (shareholders, partners or members), and the type of interest held and ownership interest of each. If you have more than twenty owners, please list the largest ten owners by name.**

Name and Information for Your Key Contact for Your MD Hyperbaric Center Franchise

Full Name: _____

National Identification Number: _____
Date of Birth: _____
Citizenship: _____

Current Home Address: _____

_____

_____

Telephone Numbers: Home: _____ Business: _____ Mobile: _____

E-Mail Address: _____

*Please attach to this Application a copy of such persons' foreign passport or national identification card.

Other Background Information

Have you or your key officers or directors ever been convicted of felony or other crime involving moral turpitude?

☐ Yes

☐ No

If you answered "yes," please state the name and address of the court, the case number and the date of conviction, and provide brief description of the charges for which you were convicted:

_____

Are there any civil judgments pending against you or your key officers and directors that have not been satisfied?

☐ Yes

☐ No

If you answered "yes," please state the name and address of the court, the case number and the date and amount of the judgment:

_____

Are you or your key officers and directors currently involved as a defendant in any litigation or arbitration proceeding?

☐ Yes

☐ No

If you answered "yes," please state the name and address of the court, the case number and provide a brief description of the allegations against you and the amount of the claim:

_____

Have you or any other business entity to which you have held a majority ownership interest or exercised control over management ever filed for bankruptcy or sought other similar debt relief?

☐ Yes

☐ No

If you answered "yes," please provide a brief description of the proceedings:

_____

Your Interest through MD Hyperbaric Center Franchises and Your Relevant Experience

Have your key officers or directors been to a MD Hyperbaric Center Franchise?

☐ Yes ☐ No

If you answered "yes," please identify the MD Hyperbaric Center Franchise*(s) you have visited*:

_____

When can your key officers or directors visit us to discuss your interest in acquiring a franchise? _____

_____

_____

Outline, briefly, the experience(s) that would qualify you to develop and operate a health and wellness business such as a MD Hyperbaric Center Franchise. A separate presentation may be attached to this Application.

_____

_____

_____

_____

_____

Describe briefly the experience and qualifications for your organization; including corporate officers, partners, and management who would be responsible for Operations, Human Resources/Recruiting, Real Estate, Construction, Marketing and Finance. A separate presentation may be attached to this Application.

_____

_____

_____

_____

_____

_____

Please describe the geographic area (the "territory") in which you are interested in developing and operating one or more MD Hyperbaric Center Franchises? _____

_____

_____

How many MD Hyperbaric Center Franchise(s) are you interested in developing in the territory?_____

_____

Briefly describe the market for one or more MD Hyperbaric Center Franchises in the territory, including existing or known competitors: _____

_____

_____

_____

_____

_____

Your Anticipated Investment

Please describe range of investment you are interested in making in connection with one or more MD Hyperbaric Center Franchises_____

_____

_____

_____

_____

Please detail the source of funds you plan on investing (including name of financial institution, if applicable, and contact person)?_____

_____

_____

_____

Name of Financial Institution _____ _____

Address _____ DESCRIPTION OF ACCOUNT

City, Country, Zip Code _____

Phone No. _____

Account No. _____

Contact Person_____

What percentage of the funds will be borrowed? _____

On what terms would you borrow the funds?_____

_____

Your Partners and Co-Applicants

Please indicate the names of all the business entities that are not directly or indirectly affiliated with you that will have a direct, indirect or beneficial ownership in the franchise or the entity that will own the franchise. All entities or individuals identified below must also complete an Application.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Please describe any additional information you would like MD Hyperbaric to consider in connection with your Application:

_____

_____

_____

_____

_____

Your Business References

Please provide the requested information concerning five individuals familiar with your business.

References | Brief Description of Affiliation

(1) Name _____ _____

Address _____ _____

_____ _____

City, County, Zip _____ _____

Phone _____ _____

(2) Name _____ _____

Address _____ _____

_____ _____

City, Country, Zip _____ _____

Phone _____ _____

(3) Name _____ _____

Address _____ _____

_____ _____

City, Country, Zip _____ _____

Phone _____ _____

(4) Name _____ _____

Address _____ _____

_____ _____

City, Country, Zip _____ _____

Phone _____ _____

(5) Name _____ _____

Address _____ _____

_____ _____

City, Country, Zip _____ _____

Phone _____ _____

Please identify each financial institution (both in your country of origin and within the United States) holding funds or property on your behalf or on behalf of a business entity in which you hold a beneficial ownership interest. Please add additional pages, as necessary.

Name of Financial Institution _____ _____
Address _____ DESCRIPTION OF ACCOUNT
City, Country, Zip Code _____
Phone No. _____
Account No. _____

Name of Financial Institution _____ _____
Address _____ DESCRIPTION OF ACCOUNT
City, Country, Zip Code _____
Phone No. _____
Account No. _____

Name of Financial Institution _____ _____
Address _____ DESCRIPTION OF ACCOUNT
City, Country, Zip Code _____
Phone No. _____
Account No. _____

Name of Financial Institution _____ _____
Address _____ DESCRIPTION OF ACCOUNT
City, Country, Zip Code _____
Phone No. _____
Account No. _____

Your Business Interests

Please identify material business enterprises in which you hold a controlling beneficial ownership interest or that is otherwise involved in franchising. The term "business enterprise" includes a corporation, association, partnership, business trust, sole proprietorship, or other business, the shares of which are not listed on a securities exchange or otherwise regularly traded.

Under "legal form of business," please describe the type of business entity in which you hold an interest (*e.g.*, corporation, partnership, *etc.*)

Name and Address of Business	Legal Form of Business	Nature of Business	% Ownership	Current Value
				$

[CONTINUED ON THE FOLLOWING PAGES]

Your Financial Statement

Financial Statement Documentation will be required to support these statements.

Financial Condition as of _____, 20____

Assets	Dollars	Cents	Liabilities	Dollars	Cents
Cash on Hand			Note Payable to Banks – Unsecured		
Cash in Bank					
Notes Receivable – Secured by Mortgage					
Notes Receivable – Otherwise Secured			Notes Payable – Other than to Banks – Unsecured		
Accounts Receivable – Current			Accounts Payable		
Accounts Receivable – Past Due			Loans on Life Insurance		
U.S. Govt. Obligations			Taxes		
Stocks, Bonds and other Investments			Mortgages or Liens on Real Estate (Itemize Below)		
Include Funds in Savings & Loan Companies			Any Other Indebtedness – Due within One Year		
(Itemize Page 2)					
Cash value –Life Insurance					
Real Estate (Itemize Below)			Any Other Indebtedness – Due Beyond One Year		
Total Asses			Total Liabilities		
			Net Worth (Total Assets – Total Liabilities = Net Worth)		

Schedule of Real Estate Owned

Legal Description & Location	Title in Whose Name	Improved or Unimproved	Appraised Value	Mortgages	Tax Value	Insurance

Contingent Liability of any Kind (if None, Indicate So)	Dollars	Cents
Upon Notes Or Accounts Receivable Discounted Sold, or Assigned		
As Guarantor For Other on Notes, Bonds, Contacts, Etc.		
Any Other Contingent Liability – Itemized		
Total Contingent Liabilities		

[CONTINUED ON THE FOLLOWING PAGES]

Your Acknowledgments and Representations Regarding this Application

By completing and submitting this Application to MD Hyperbaric, you acknowledge and/or represent to MD Hyperbaric on your own behalf and behalf of your key officers and directors that:

- MD Hyperbaric is relying upon the information provided in this Application and upon the documents you submit in connection with, or in support of, this Application (including all business information, business plans and/or financial statements you provide).
- All information contained in, and documents submitted in connection with, this Application is true, correct and complete as of the date submitted and you understand that any misrepresentation or inaccuracy in the information provided by you will be grounds for termination of any franchise or development rights that MD Hyperbaric may grant to you based on the information in this Application. You will promptly inform MD Hyperbaric of any material change in any of the information or documents submitted.
- Neither the submission of this Application nor the execution of any definite agreements will violate or conflict with the terms of any other agreement to which you are a party or by which you are bound. You have not been induced by MD Hyperbaric to terminate or breach any agreement with respect to any opportunity to develop or operate one or more MD Hyperbaric Center Franchises.
- MD Hyperbaric does not enter into, and has not entered into, oral agreements or understandings with respect to (i) MD Hyperbaric Center Franchises, or (ii) matters pertaining to the granting of franchise rights for one or more MD Hyperbaric Center Franchises.
- MD Hyperbaric has no obligation to grant to you franchise rights for one or more MD Hyperbaric Center Franchises and no such rights to operate one or more MD Hyperbaric Center Franchises shall be granted or obtained unless and until definitive Franchise Agreement is signed.
- MD Hyperbaric reserves the right to approve or reject this Application in its sole discretion, and if MD Hyperbaric rejects this Application, MD Hyperbaric shall have no liability to you or any other person or entity.
- Any projections and other financial information you provide MD Hyperbaric in connection with this Application is voluntarily provided or made by you and has or will have been prepared by you and/or your advisors. MD Hyperbaric has not, and will not, participate or provide any assistance to you in connection with the preparation of such projections or other financial information prepared by you. You further acknowledge that MD Hyperbaric has not, and will not, ratify, confirm, approve or make any other representations concerning the accuracy of such projections and/or information supplied by you, or that you will attain any particular level of financial performance indicated by such projections or other information. You hereby release and forever discharge MD Hyperbaric and its affiliates from any claims or liability arising from or related to the financial information and/or projections that you provide to MD Hyperbaric.
- You will indemnify MD Hyperbaric and its affiliates and the directors, employees, agents, representatives and assignees thereof and will hold them harmless from all liability, costs, damages and expenses (including legal and accounting fees and expenses) in connection with the breach of any contract or any representation, warranty or information contained in this Application or in connection with MD Hyperbaric's reliance on such representations, warranties and information. MD Hyperbaric shall have the right independently to take any action it may deem necessary in its sole discretion, to protect and defend itself against any threatened action without regard to the expense, forum or other parties involved. MD Hyperbaric shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing)

and over the settlement, compromise or other disposition thereof.

- You will keep all oral and written information regarding the MD Hyperbaric Center Franchise program that you may receive or have access to, in strict confidence for an indefinite time period, and will neither use for your own benefit nor disclose or divulge to any other person any part of such information.

- The terms of this Application will survive any approval or rejection of this Application by MD Hyperbaric.

Your Authorizations, Consents and Releases regarding this Application and Your Personal Information

- **You understand that MD Hyperbaric will be requesting information from various companies, financial and other institutions, universities, credit reporting agencies, professional and academic certification law enforcement agencies, former employers, and/or the military, and you hereby authorize such entities to release any information that they may have about you to MD Hyperbaric and its agents and designees, and release them from any liability arising out of or related to their release of such information.**

- **You authorize all financial institutions holding funds or other property on your behalf or on behalf of any business entity in which you hold a beneficial interest, whether or not identified in this Application, to release all records including signature cards, statements and all documentation reflecting the source of deposited funds, whether the funds were received in the form of cash, credit, electronic fund transfer or wire transfer.**

- **You also authorize MD Hyperbaric and its agents and designees to obtain such credit and other civil and criminal investigative reports as they consider necessary to evaluate this Application, and you understand that these reports may contain information about your background, mode of living, character and personal reputation. This authorization is valid for any current and future reports and updates that may be requested, and you agree to execute all additional documents, waivers or releases that might be necessary for MD Hyperbaric or its agents and designees to obtain such information or reports.**

- **You have a right to request a copy of your credit report. Please signify your request below:**

  ☐ **You request a copy of your credit report**

  ☐ **You do not request a copy of your credit report**

- **You further authorize MD Hyperbaric and its agents and designees to contact individuals or entities identified in this Application, or whose names arise in connection with the civil and criminal investigative reports described above for purposes of obtaining character references and verifying the information contained in this Application. You hereby authorize any individual or entity contacted by MD Hyperbaric or its agent or designee to provide all requested information, and release such persons from any liability arising out of or related to their release of such information.**

APPLICANT:

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

EXHIBIT E

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MD Hyperbaric

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EXHIBIT F

LIST OF CURRENT FRANCHISEES
(as of December 31, 2025)

means the MD Hyperbaric Center Franchise was still in development and not yet open as of December 31, 2025

State/City	Franchisee Contact	Franchisee Name	Corporate Address	Phone Number
ARIZONA				
*Scottsdale	Chris Wolford	MD Hyperbaric of Scottsdale, LLC	3515 E Daley Ln. Phoenix, AZ 85050	(480) 318-7547
COLORADO				
*Boulder	Thomas Eaton	Monadnock, LLC	341 Orienta Ave, Mamaroneck, NY 10543	917-251-1314
CONNECTICUT				
Farmington	Joe Audie	Novus Health and Wellness, LLC	520 Squire Hill Rd., Cheshire, CT 06410	203-640-0501
FLORIDA				
*Boca Raton	Michael Forrester	Michael Forrester	3601 Bay Way Hollywood Florida 33026	(954) 612-3254
*Fort Lauderdale	Michael Forrester	Michael Forrester	3601 Bay Way Hollywood Florida 33026	(954) 612-3254
*Miami	Jason Abrahams	Hyperbaric Partners LLC	10620 SW 74th Ave Pinecrest, FL 33156	(305) 282 – 0021
*Miami	Jason Abrahams	Hyperbaric Partners LLC	10620 SW 74th Ave Pinecrest, FL 33156	(305) 282 – 0021
*Miami	Jason Abrahams	Hyperbaric Partners LLC	10620 SW 74th Ave Pinecrest, FL 33156	(305) 282 – 0021
*Miami	Jason Abrahams	Hyperbaric Partners LLC	10620 SW 74th Ave Pinecrest, FL 33156	(305) 282 – 0021
*Miami	Jason Abrahams	Hyperbaric Partners LLC	10620 SW 74th Ave Pinecrest, FL 33156	(305) 282 – 0021

KANSAS				
*Overland Park	Kurt Reeves	Midwest HBOT Holdings, LLC	50 E 13th St. unit 1102 Kansas City, MO 64106	(816) 863-3752
MARYLAND				
*Rockville	Luis Saavedra	SMYL Oxygen Therapy LLC	11256 Browningsville Rd, Ijamsville, MD 21754	(301) 237-7044
NEW YORK				
Purchase	Thomas Eaton	Monadnock, LLC	341 Orienta Ave, Mamaroneck, NY 10543	917-251-1314
*Staten Island	Christina Goodheart	Christina Goodheart Enterprises, LLC	1565 Richmond Rd Staten Island, NY 10304	(646) 267-9609
*Rochester	George Cavanaugh	Avoca Solutions LLC	680 Route 211E (Suite 3B-313) Middletown, NY 10940	(845) 893-5826
NEW JERSEY				
*Bergen County	Elina Khody	NJ Hyperbaric LLC	570 Piermont Road #A-4, Closter NJ 07624	347-570-7777
*Marlton	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
NEVADA				
*Las Vegas	Sharon Reynolds	O2 Balance Inc.	616 Joe Willis St Las Vegas NV 89144	(725) 233-3145
*Las Vegas	Sharon Reynolds	O2 Balance Inc.	616 Joe Willis St Las Vegas NV 89144	(725) 233-3145
*Las Vegas	Sharon Reynolds	O2 Balance Inc.	616 Joe Willis St Las Vegas NV 89144	(725) 233-3145
NORTH CAROLINA				
Charlotte	Joseph Sharpe	Hyperbaric Therapy in the Carolinas LLC	3535 Randolph Rd B100, Charlotte, NC 28211, USA	980-867-3841
*Charlotte	Joseph Sharpe	Hyperbaric Therapy in the Carolinas LLC	3535 Randolph Rd B100, Charlotte, NC 28211, USA	980-867-3842
*Charlotte	Joseph Sharpe	Hyperbaric Therapy in the Carolinas LLC	3535 Randolph Rd B100, Charlotte, NC 28211, USA	980-867-3843
PENNSYLVANIA				
Wexford	Tracy Warden	Health Haven Venture, LLC	12620 Perry Hwy, Wexford, PA 15090	412-556-7500
*Pittsburgh	Tracy Warden	Health Haven Venture, LLC	12620 Perry Hwy, Wexford, PA 15090	412-556-7500

*Pittsburgh	Tracy Warden	Health Haven Venture, LLC	12620 Perry Hwy, Wexford, PA 15090	412-556-7500
*Malvern	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
*Center City	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
*Northern Philadelphia	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
*Newton	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
*Lansdale	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
*Bryn Mawr	John Hall	HK HyperbariK LLC	2684 Apple Valley Estate Dr Orefield, PA 18069	(610) 248-2020
TEXAS				
*San Antonio	Desiree Schamber	TDS Enterprises Inc	8 Brandt Road Boerne, TX 78006	(970) 208-4235
*Boerne	Desiree Schamber	TDS Enterprises Inc	8 Brandt Road Boerne, TX 78006	(970) 208-4235
*New Braunfels	Desiree Schamber	TDS Enterprises Inc	8 Brandt Road Boerne, TX 78006	(970) 208-4235
UTAH				
*Salt Lake City	Dan and Heather Brimley	4HD Ventures, LLC	9550 S. Carriage Chase Lane Sandy, Utah 84092	(801)718 - 0397
*Salt Lake City	Dan and Heather Brimley	4HD Ventures, LLC	9550 S. Carriage Chase Lane Sandy, Utah 84092	(801)718 - 0397
WISCONSIN				
*Milwaukee	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388
*West Milwaukee	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388
*Madison, WI	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388
*Green Bay, WI	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388
*Appleton, WI	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388
*Kenosha, WI	Maureen Soltwedel	MD Hyperbaric WI, LLC	N60W13493 Tall Oak Ct, Menomonee Falls, WI 53051	(262) 290-6388

EXHIBIT G

LIST OF FORMER FRANCHISEES

(as of December 31, 2025)

None.

EXHIBIT H

FINANCIAL STATEMENTS

MDH FRANCHISOR, LLC

FINANCIAL STATEMENTS

Year Ended December 31, 2025
with Report of Independent Auditors

MDH FRANCHISOR, LLC

FINANCIAL STATEMENTS

Year Ended December 31, 2025

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whitleypenn

Dallas Office
8343 Douglas Avenue
Suite 400
Dallas, Texas 75225
214.393.9300 Main

whitleypenn.com

REPORT OF INDEPENDENT AUDITORS

To the Member of
MDH Franchisor, LLC

Opinion

We have audited the financial statements of MDH Franchisor, LLC (the "Company"), which comprise the balance sheet as of December 31, 2025, and the related statements of operations, member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company'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 the Company's ability to continue as a going concern for a reasonable period of time.

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

Whitley Penn LLP

Dallas, Texas
March 10, 2026

MDH FRANCHISOR, LLC

BALANCE SHEET

December 31, 2025

Assets		
Current assets		
Cash and cash equivalents	$	19,693
Accounts receivable		17,162
Current portion of prepaid contract costs		220,833
Total current assets		257,688
Prepaid contract costs, net of current portion		280,834
Total assets	$	538,522
Liabilities and Member's Deficit		
Current liabilities		
Accounts payable	$	42,678
Current portion of deferred franchise fees		500,000
Total current liabilities		542,678
Due to related party, net		408,842
Deferred franchise fees, net of current portion		690,000
Total liabilities		1,641,520
Commitments and contingencies		
Member's deficit		(1,102,998)
Total liabilities and member's deficit	$	538,522

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF OPERATIONS

Year Ended December 31, 2025

Revenues:	
Franchise fees	$ 110,000
Royalties	49,969
Advertising revenues	12,223
Other revenues	14,122
Total revenues	186,314
Expenses:	
Operating expenses	1,231,718
Total expenses	1,231,718
Loss from operations	(1,045,404)
Net loss	$ (1,045,404)

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF MEMBER'S DEFICIT

Year Ended December 31, 2025

Balance at January 1, 2025	$ (57,594)
Net loss	(1,045,404)
Balance at December 31, 2025	$ (1,102,998)

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF CASH FLOWS

Year Ended December 31, 2025

Cash flows from operating activities:	
Net loss	$ (1,045,404)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Changes in operating assets and liabilities:	
Accounts receivable	(14,979)
Prepaid expenses	1,950
Prepaid contract costs	(501,667)
Deferred franchise fees	1,090,000
Accounts payable and accrued expenses	23,082
Due to related party, net	914,051
Net cash provided by operating activities	467,033
Cash flows from financing activities:	
Payments to Parent	(454,300)
Net cash used in financing activities	(454,300)
Net increase in cash and cash equivalents	12,733
Cash and cash equivalents at beginning of year	6,960
Cash and cash equivalents at end of year	$ 19,693

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

NOTES TO FINANCIAL STATEMENTS

December 31, 2025

A. Nature of Business

MDH Franchisor, LLC, a Delaware limited liability company, (the "Company") offers franchises for the right to locate, own and operate a MD Hyperbaric Center Franchise that either offers and sells Hyperbaric Oxygen Therapy ("HBOT") products and services directly at a MD Hyperbaric Center Location or provides administrative services to medical practices or healthcare professionals that offer and sell HBOT products and services at a MD Hyperbaric Center location. The Company is headquartered in West Orange, New Jersey and was formed in November 2023, but did not commence substantial operations until 2024. The Company has sold 43 independently owned and operated franchise locations, of which 4 were open, as of December 31, 2025.

B. Summary of Significant Accounting Policies

A summary of the Company's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Basis of Accounting

The accounts are maintained and the financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts in the financial statements and accompanying notes. Actual results could differ from these estimates and assumptions.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2025, the Company had no such investments. The Company maintains deposits primarily in one financial institution, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation ("FDIC"). The Company has not experienced any losses related to amounts in excess of FDIC limits.

B. Summary of Significant Accounting Policies – continued

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are stated at amounts management expects to collect from outstanding balances and do not bear interest. The Company regularly monitors and assesses its risk of not collecting amounts owed by customers. The Company operates as a franchisor and its accounts receivables are primarily derived from franchisees in the form of royalty fees. At each balance sheet date, the Company determines the need to recognize an expected allowance for credit losses. In addition, at each reporting date, this estimate is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis where similar risk characteristics exist. If applicable, accounts receivable are evaluated individually when they do not share similar risk characteristics which could exist in circumstances where amounts are considered at risk or uncollectible.

The allowance estimate for accounts receivable is derived from a review of the Company's historical losses based on the aging of receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. The Company believes historical loss information is a reasonable starting point in which to calculate the expected allowance for credit losses as the Company's portfolio segment has remained consistent since the Company's inception.

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized in income (or an offset to credit loss expense) in the year of recovery, in accordance with the Company's accounting policy election. The total amount of provision for credit losses, recoveries, and write-offs of accounts receivable was $0 for the year ended December 31, 2025. The balance of accounts receivable was $2,183 at January 1, 2025.

Revenue Recognition

The Company's revenues mainly consist of franchise fees and royalties. Royalties also include percentage-based technology fees and advertising fees. The Company sells individual franchisees the right to operate an MD Hyperbaric Center location within a defined territory using the franchise name. The initial term of franchise agreements is typically 10 years, with an option to renew for two 5-year terms, for a fee or transfer of the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid.

When a franchisee no longer wishes to operate their franchise, they have the choice to terminate it or to transfer the franchise to a new or existing franchisee, for a fee. The termination of a franchise results in all unamortized franchise fees being fully recognized at the time of the termination. When a transfer occurs, the transferred revenue is recognized in accordance with the timing of the original franchise contract.

B. Summary of Significant Accounting Policies – continued

Revenue Recognition – continued

The Company has obligations to provide franchisees with the franchise rights to operate an MD Hyperbaric Center location, training, and site selection, as well as provide advertising for which fees are charged. The Company has concluded that these items represent separate and distinct performance obligations. Management has elected to apply the practical expedient under which certain pre-opening procedures provided to the franchisee are distinct from the franchise license. Therefore, initial franchise fees, transfer fees, and renewal fees for each agreement are allocated to individual performance obligations, represented by the pre-opening procedures, and recognized as these performance obligations are completed. The completion of all performance obligations occurs within one to three years.

Income for royalties and advertising fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Revenue on the statement of operations has been disaggregated accordingly.

Disaggregation of Revenue

The following table disaggregates the Company's revenue based on timing of satisfaction of performance obligations.

Revenues recognized over time	$ 76,314
Revenues recognized at a point-in-time	110,000
	$ 186,314

Payment Terms

Initial franchise and transfer fees are typically paid at or near the beginning of the franchise term. During the year ended December 31, 2025, the Company offered initial franchises to be paid in full at the time of contract signing, and any subsequent franchise agreements entered into with the same franchisee required a down payment with the remainder due when the location opens. Royalties are paid on a monthly basis based upon a percentage of franchisee gross sales. Franchise fees are collected prior to the satisfaction of the Company's performance obligations, other than as noted previously, resulting in the Company recognizing contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the balance sheet. Deferred franchise fees at December 31, 2025 and January 1, 2025, were $1,190,000 and $100,000, respectively.

Contract assets represent the Company's right to consideration based on satisfied performance obligations from contracts with customers and consist of prepaid commissions paid to obtain franchise contracts. Prepaid contract costs at December 31, 2025 and January 1, 2025, were $ 501,667 and $0, respectively.

B. Summary of Significant Accounting Policies – continued

Revenue Recognition – continued

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate an HBOT center. Performance obligations to which revenues are allocated include site selection, training, and the opening of each location.

To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenues related to royalties as the transaction price is based on the franchisees' sales. The license of the franchise right is the predominant item to which the royalty relates; therefore, the variable consideration is recognized based on the actual amounts earned each month.

Advertising Fund and Expense

Advertising expense is charged to expense during the year in which it is incurred. Franchisees contribute a portion of their sales, as revenue to the Company, in the form of advertising fund fees, which are funds that are allocated to be spent on marketing-related activities, on behalf of the franchisees. Advertising expense for the year ended December 31, 2025, was $160,298, and is included within operating expenses in the accompanying statement of operations. There were no excess accrued advertising fees as of December 31, 2025.

Income Taxes

The Company is organized as limited liability company and is taxed as a partnership for federal income tax purposes. As a result, income or losses are taxable or deductible to the member rather than at the Company level; accordingly, no provision has been made for federal income taxes in the accompanying financial statements. In certain instances, the Company is subject to state taxes on income arising in or derived from the state tax jurisdictions in which it operates.

State income tax positions are evaluated in a two-step process. The Company first determines whether it is more likely than not that a tax position will be sustained upon examination. If a tax position meets the more likely than not threshold, it is then measured to determine the amount of expense to record in the financial statements. The tax expense recorded would equal the largest amount of expense related to the outcome that is 50% or greater likely to occur. The Company classifies any potential accrued interest recognized on an underpayment of income taxes as interest expense and classifies any statutory penalties recognized on a tax position taken as operating expense.

B. Summary of Significant Accounting Policies – continued

Income Taxes – continued

Management of the Company has not taken a tax position that, if challenged, would be expected to have a material effect on the financial statements as of or for the year ended December 31, 2025.

The Company did not incur any penalties or interest related to its state tax returns during the year ended December 31, 2025.

Under the centralized partnership audit rules effective for tax years beginning after 2017, the Internal Revenue Service ("IRS") assesses and collects underpayments of tax from the Company instead of from the member. The Company may be able to pass the adjustments through to its member by making a push-out election or, if eligible, by electing out of the centralized partnership audit rules.

The collection of tax from the Company is only an administrative convenience for the IRS to collect any underpayment of income taxes including interest and penalties. Income taxes on Company income, regardless of who pays the tax or when the tax is paid, is attributed to the member. Any payment made by the Company as a result of an IRS examination will be treated as a distribution from the Company to the member in the financial statements.

Recently Adopted Accounting Standards

During 2025, the Company adopted Financial Accounting Standards Board Accounting Standards Update ("ASU") 2025-05: *Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides a practical expedient for an entity to assume that current conditions as of the balance sheet date will persist through the reasonable and supportable forecast period for eligible assets as well as provide a policy election to consider subsequent collections of balances received after the balance sheet date through a date selected by the entity. The Company applied the standard on a prospective basis to its eligible assets of accounts receivable. There was no material impact on the Company's results of operations or financial condition upon adoption of the new standard.

C. Member's Capital

As of December 31, 2025, the Company was wholly-owned by MD Hyperbaric Holding Inc. (the "Parent" or the "Member"). At the formation of the Company, and December 31, 2025, the Company has only one Member, the Parent. The Member shall not be liable for the debts, liabilities, or obligations of the Company.

D. Commitments and Contingencies

Major Customers

The Company has only four franchises operational during the year ended December 31, 2025, and as a result, the entire balance of accounts receivable and royalty revenue is attributable to these franchisees. The franchise fee revenues recognized during the year are attributed to four franchisees who have opened locations or are in the process. The loss of these customers could have a material adverse effect on the Company.

Litigation

The Company is subject to various claims and legal proceedings that arise in the ordinary course of its business from time to time. No provision relating to litigation was recorded as of December 31, 2025. Based on the information that is currently available, the Company believes there are no litigation matters which will have a material adverse effect on the Company.

E. Related Party Transactions

The Company has an agreement with the Parent who provides certain administrative support and as a result has allocated certain expenses to the Company which results in a related party payable. Receivables are recorded when excess funds are transferred to the Parent. As a result of this agreement, the amounts due from and due to the Parent are presented net on the accompanying balance sheet, which resulted in a net payable at December 31, 2025 of $408,842. During the year ended December 31, 2025, related party notes payable were repaid in the amount of $454,300, bringing the outstanding balance at December 31, 2025 to $0.

F. Subsequent Events

In preparing the financial statements, the Company has evaluated all subsequent events and transactions for potential recognition or disclosure through March 10, 2026, the date the financial statements were available for issuance.

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MDH FRANCHISOR, LLC

FINANCIAL STATEMENTS

Year Ended December 31, 2024
with Report of Independent Auditors

MDH FRANCHISOR, LLC

FINANCIAL STATEMENTS

Year Ended December 31, 2024

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whitleypenn

Dallas Office
8343 Douglas Avenue
Suite 400
Dallas, Texas 75225
214.393.9300 Main

whitleypenn.com

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors of
MDH Franchisor, LLC

Opinion

We have audited the financial statements of MDH Franchisor, LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, and the related statements of operations, member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company'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 the Company's ability to continue as a going concern for a reasonable period of time.

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

Whitley Penn LLP

Dallas, Texas
February 24, 2025

MDH FRANCHISOR, LLC

BALANCE SHEET

December 31, 2024

Assets		
Current assets		
Cash and cash equivalents	$	6,960
Accounts receivable		2,183
Due from related parties, net		60,909
Prepaid expenses		1,950
Total current assets	$	72,002
Liabilities and Member's Deficit		
Current liabilities		
Deferred franchise fees	$	100,000
Accrued interest		19,596
Total current liabilities		119,596
Commitments and contingencies		
Member's deficit		(47,594)
Total liabilities and member's deficit	$	72,002

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF OPERATIONS

Year Ended December 31, 2024

Revenues:		
Franchise fees	$	70,000
Royalties		5,019
Total revenues		75,019
Expenses:		
Operating expenses		113,017
Total expenses		113,017
Loss from operations		37,998
Other expense:		
Interest expense		19,596
Total other expenses		19,596
Net loss	$	(57,594)

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF MEMBER'S DEFICIT

Year Ended December 31, 2024

Balance at January 1, 2024	$ -
Contributions	10,000
Net loss	(57,594)
Balance at December 31, 2024	$ (47,594)

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

STATEMENT OF CASH FLOWS

Year Ended December 31, 2024

Cash flows from operating activities:		
Net loss	$	(57,594)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable		(2,183)
Due from related parties, net		(60,909)
Prepaid expenses		(1,950)
Deferred franchise fees		100,000
Accrued interest		19,596
Net cash used in operating activities		(3,040)
Cash flows from financing activities:		
Contributions		10,000
Net cash provided by financing activities		10,000
Net increase in cash and cash equivalents		6,960
Cash and cash equivalents at beginning of year		-
Cash and cash equivalents at end of year	$	6,960

See accompanying notes to financial statements.

MDH FRANCHISOR, LLC

NOTES TO FINANCIAL STATEMENTS

December 31, 2024

A. Nature of Business

MDH Franchisor, LLC, a Delaware limited liability company, (the "Company") offers franchises for the right to locate, own and operate a MD Hyperbaric Center Franchise that either offers and sells Hyperbaric Oxygen Therapy ("HBOT") products and services directly at a MD Hyperbaric Center Location or provides administrative services to medical practices or healthcare professionals that offer and sell HBOT products and services at a MD Hyperbaric Center Location. The Company is based in New York, New York, and was formed in November 2023, but did not commence substantial operations until 2024. The Company has sold 8 independently owned and operated franchise locations, of which 1 was open, as of December 31, 2024.

B. Summary of Significant Accounting Policies

A summary of the Company's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Basis of Accounting

The accounts are maintained and the financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amounts in the financial statements and accompanying notes. Actual results could differ from these estimates and assumptions.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2024, the Company had no such investments. The Company maintains deposits primarily in one financial institution, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation ("FDIC"). The Company has not experienced any losses related to amounts in excess of FDIC limits.

B. Summary of Significant Accounting Policies – continued

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are stated at amounts management expects to collect from outstanding balances and do not bear interest. The Company regularly monitors and assesses its risk of not collecting amounts owed by customers. The Company operates as a franchisor and its accounts receivables are primarily derived from franchisees in the form of royalty fees. At each balance sheet date, the Company determines the need to recognize an expected allowance for credit losses. In addition, at each reporting date, this estimate is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis where similar risk characteristics exist. If applicable, accounts receivable are evaluated individually when they do not share similar risk characteristics which could exist in circumstances where amounts are considered at risk or uncollectible.

The allowance estimate for accounts receivable is derived from a review of the Company's historical losses based on the aging of receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. The Company believes historical loss information is a reasonable starting point in which to calculate the expected allowance for credit losses as the Company's portfolio segment has remained consistent since the Company's inception.

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized in income (or an offset to credit loss expense) in the year of recovery, in accordance with the entity's accounting policy election. The total amount of provision for credit losses, recoveries, and write-offs of accounts receivable was $0 for the year ended December 31, 2024.

Revenue Recognition

The Company's revenues mainly consist of franchise fees and royalties. Royalties also include percentage-based technology fees and advertising fees. The Company sells individual franchisees the right to operate an MD Hyperbaric within a defined territory using the franchise name. The initial term of franchise agreements is typically 10 years, with an option to renew for two 5-year terms, for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid.

When a franchisee no longer wishes to operate their franchise, they have the choice to terminate it or to transfer the franchise to a new or existing franchisee, for a fee. The termination of a franchise results in all unamortized franchise fees being fully recognized at the time of the termination. When a transfer occurs, the transferred revenue is recognized in accordance with the timing of the original franchise contract.

B. Summary of Significant Accounting Policies – continued

Revenue Recognition – continued

The Company has obligations to provide franchisees with the franchise rights to operate an HBOT center, training, and site selection, as well as provide advertising for which fees are charged. The Company has concluded that these items represent separate and distinct performance obligations. Management has elected to apply the practical expedient under which certain pre-opening procedures provided to the franchisee are distinct from the franchise license. Therefore, initial franchise fees, transfer fees, and renewal fees for each agreement are allocated to individual performance obligations, represented by the pre-opening procedures, and recognized as these performance obligations are completed. Generally, the completion of all performance obligations occurs within one year.

Income for royalties and advertising fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Revenue on the statement of operations has been disaggregated accordingly.

Disaggregation of Revenue

The following table disaggregates the Company's revenue based on timing of satisfaction of performance obligations.

Revenues recognized over time	$ 70,000
Revenues recognized at a point-in-time	5,019
	$ 75,019

Payment Terms

Initial franchise and transfer fees are typically paid at or near the beginning of the franchise term. During the year ended December 31, 2024, the Company offered initial franchises to be paid in full at the time of contract signing, and any subsequent franchise agreements entered into with the same franchisee required a down payment with the remainder due when the location opens. Royalties are paid on a monthly basis based upon a percentage of franchisee gross sales. Franchise fees are collected prior to the satisfaction of the Company's performance obligations, other than as noted previously, resulting in the Company recognizing contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the balance sheet. Deferred franchise fees at December 31, 2024 and January 1, 2024, were $100,000 and $0, respectively.

Contract assets represent the Company's right to consideration based on satisfied performance obligations from contracts with customers and consist of accounts receivable as of December 31, 2024. Accounts receivable at December 31, 2024 and January 1, 2024, were $2,183 and $0, respectively.

B. Summary of Significant Accounting Policies – continued

Revenue Recognition – continued

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate an HBOT center. Performance obligations to which revenues are allocated include site selection, training, and the opening of each location.

To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenues related to royalties as the transaction price is based on the franchisees' sales. The license of the franchise right is the predominant item to which the royalty relates; therefore, the variable consideration is recognized based on the actual amounts earned each month.

Advertising Fund and Expense

Advertising expense is charged to expense during the year in which it is incurred. Franchisees contribute a portion of their sales, as revenue to the Company, in the form of advertising fund fees, which are funds that are allocated to be spent on marketing-related activities, on behalf of the franchisees. Advertising expense for the year ended December 31, 2024, was $9,451, and is included within operating expenses in the accompanying statement of operations. There were no excess accrued advertising fees as of December 31, 2024.

Income Taxes

The Company is organized as limited liability company and is taxed as a partnership for federal income tax purposes. As a result, income or losses are taxable or deductible to the member rather than at the Company level; accordingly, no provision has been made for federal income taxes in the accompanying financial statements. In certain instances, the Company is subject to state taxes on income arising in or derived from the state tax jurisdictions in which it operates.

State income tax positions are evaluated in a two-step process. The Company first determines whether it is more likely than not that a tax position will be sustained upon examination. If a tax position meets the more likely than not threshold, it is then measured to determine the amount of expense to record in the financial statements. The tax expense recorded would equal the largest amount of expense related to the outcome that is 50% or greater likely to occur. The Company classifies any potential accrued interest recognized on an underpayment of income taxes as interest expense and classifies any statutory penalties recognized on a tax position taken as operating expense.

B. Summary of Significant Accounting Policies – continued

Income Taxes – continued

Management of the Company has not taken a tax position that, if challenged, would be expected to have a material effect on the financial statements as of or for the year ended December 31, 2024.

The Company did not incur any penalties or interest related to its state tax returns during the year ended December 31, 2024.

Under the centralized partnership audit rules effective for tax years beginning after 2017, the Internal Revenue Service ("IRS") assesses and collects underpayments of tax from the Company instead of from the member. The Company may be able to pass the adjustments through to its member by making a push-out election or, if eligible, by electing out of the centralized partnership audit rules.

The collection of tax from the Company is only an administrative convenience for the IRS to collect any underpayment of income taxes including interest and penalties. Income taxes on Company income, regardless of who pays the tax or when the tax is paid, is attributed to the member. Any payment made by the Company as a result of an IRS examination will be treated as a distribution from the Company to the member in the financial statements.

C. Member's Capital

As of December 31, 2024, the Company was wholly-owned by MD Hyperbaric Holding Inc. (the "Parent" or the "Member"). At the formation of the Company, and December 31, 2024, the Company has only one Member, the Parent. The Member shall not be liable for the debts, liabilities, or obligations of the Company.

D. Commitments and Contingencies

Major Customers

The Company has only one franchise operational during the year ended December 31, 2024, and as a result, the entire balance of accounts receivable and royalty revenue is attributable to this franchisee. The franchise fee revenues recognized during the year are attributed to this same franchisee and two additional franchisees. The loss of these customers could have a material adverse effect on the Company.

Litigation

The Company is subject to various claims and legal proceedings that arise in the ordinary course of its business from time to time. No provision relating to litigation was recorded as of December 31, 2024. Based on the information that is currently available, the Company believes there are no litigation matters which will have a material adverse effect on the Company.

E. Related Party Transactions

The Company has an agreement with the Parent who will provide certain administrative support and as a result has allocated certain expenses to the Company. Receivables are recorded when excess funds are transferred to the Parent. As a result of this agreement, the amounts due from and due to the Parent are presented net on the accompanying balance sheet, which resulted in a net receivable at December 31, 2024.

Receivables Due

The Company has receivables due from the Parent; as of December 31, 2024, the balance of receivables due was of $515,209.

Notes Payables

The Parent provides funding in return for a note payable. The Company is reliant upon funding from the Parent while operations increase. A summary of the outstanding notes payable as of December 31, 2024 is as follows:

Date of Note	Maturity Date	Principal	Interest Rate	Remaining Balance December 31, 2024
January 26, 2024	January 26, 2031	$ 79,380	7%	$ 79,380
February 9, 2024	February 9, 2031	100,000	7%	100,000
May 31, 2024	May 31, 2031	99,980	7%	99,980
July 25, 2024	July 25, 2031	49,980	7%	49,980
August 29, 2024	August 29, 2031	49,980	7%	49,980
September 16, 2024	September 16, 2031	25,000	7%	25,000
October 9, 2024	October 9, 2031	49,980	7%	49,980
Total		$ 454,300		$ 454,300

The terms of these agreements provide for payments of principal and accrued interest which are due at maturity, as such no payments are due until 2031. Accrued interest and interest expense as of and for the year ended December 31, 2024 was $19,596, respectively, which is reflected in the accompanying financial statements.

F. Subsequent Events

In preparing the financial statements, the Company has evaluated all subsequent events and transactions for potential recognition or disclosure through February 24, 2025, the date the financial statements were available for issuance.

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

MDH FRANCHISOR LLC

Financial Statements as of February 5, 2024

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Financial Statements

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Financial Statement:

MDH FRANCHISOR LLC	
Assets	**February 5, 2024**
Current Assets	**(Unaudited)**
Cash at Bank	$10,000.00
Cash on Hand	$0.00
Total Assets	$10,000.00
Liabilities	
Non Current Liabilities	
Loan to Parent Company	$10,000.00

MDH FRANCHISOR LLC

Notes to Financial Statements

February 5, 2024

1. Organization and Basis of Presentation

Background

MDH FRANCHISOR LLC (the Company) was formed as a Delaware limited liability company on November 22, 2023.

The Company was formed primarily for the purposes of serving as the franchisor and conducting the sale and servicing of franchises for the non-medical development, management and operation of MD Hyperbaric Centers that offer and sell Approved Items, with a focus on Hyperbaric Oxygen Therapy under the MD Hyperbaric name.

The Company was funded by a loan totaling $10,000 from its sole member MD Hyperbaric Holding, Inc with a principal business address of at 360 E 72nd St., New York, New York 10021.

EXHIBIT I

STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE FRANCHISE REGISTRATION STATES

Required NASAA Statement. The following only applies in *California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin*:

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.

ADDENDUM TO MDH FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. Item 3 of the Disclosure Document is supplemented by the following language:

   Neither we nor any person or franchise broker identified in Item 2 of the 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. Item 5 of this Disclosure Document is amended by adding the following:

   Based upon our financial condition, the California Department of Financial Protection and Innovation has imposed a fee deferral requirement. Accordingly, you will not be required to pay the initial development fees or franchise fees due to us and/or our affiliates until we have completed all our pre-opening obligations to you and you begin operating your franchise business.

3. Item 6 of the Disclosure Document is supplemented to reflect that 10% per annum is the highest interest rate allowed in California.

4. Item 17 of the Disclosure Document is supplemented by the following language:

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

   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 covenant not to compete which extends beyond the termination of the agreement. This provision may not be enforceable under California law.

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

   The Franchise Agreement requires submission of dispute to courts located in New Jersey. This provision may not be enforceable under California law.

   The Franchise Agreement requires you to waive your right to a trial by jury. This provision may not be enforceable under California law.

   The California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations, prior to a solicitation of a proposed material modification of an existing franchise.

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

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

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

6. OUR WEBSITE (mdhyperbaric.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.

ADDENDUM TO MDH FRANCHISOR LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The State Cover Page and Item 17 of this disclosure document are amended by adding the following:

1. Illinois law governs the Franchise Agreement.

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

3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

5. All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

7. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

8. If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.

ADDENDUM TO MDH FRANCHISOR LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

1. Item 5 is amended to include the following paragraph:

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

2. Item 11 is amended to confirm that a franchisee in the State of Maryland may send a written request to us at any point after March 1st of each calendar year requesting a statement as to how Advertising Fees were raised and spent during the prior calendar year, and we will then prepared and provide such statement to such franchisee within 45 days of receipt of such written request.

3. Item 17, under the Summary column of parts (c) and (m), is amended to include the following paragraph:

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

4. Item 17, under the Summary column of part (h), is amended to include the following sentence:

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

5. Item 17, under the Summary column of part (v), is modified to include the words "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

6. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

ADDENDUM TO MDH FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

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

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

ADDENDUM TO MDH FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

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.

1. Item 5 is amended to include the following paragraph:

Based upon the franchisor's financial condition, the Commissioner of the State of Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and the business has opened.

1. The following is added to Item 17 of the Disclosure Document:

Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Specifically, we cannot require you to consent to us obtaining injunctive relief, however, we may seek such relief through the court system.

Minn. Rule 2860.4400J prohibits us from requiring you to assent to a general release. To the extent that the Agreement requires you to sign a general release as a condition of renewal or transfer, the Agreement will be considered amended to the extent necessary to comply with Minnesota law.

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).

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.

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

ADDENDUM TO MDH FRANCHISOR LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

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 SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, "Litigation" is hereby amended by deleting the last paragraph in that Item and replacing it with the following language:

"Except as described in this Item:

Neither the franchisor, its predecessor, a person identified in Item 2 above, or an affiliate offering franchises under the franchisor's principal trademark:

A. 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, 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of a 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.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

3. Item 4, "Bankruptcy", is hereby deleted in its entirety and the following language substituted in lieu thereof:

"Neither the franchisor, its affiliates, its predecessor, officers or general partner have during the 10-year period immediately before the date of this offering circular:

(a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;
(b) obtained a discharge of its debts under the bankruptcy code; or
(c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor, held this position in the company or partnership."

4. Item 5, "Initial Fees", of the Disclosure Document is amended to provide that the initial franchise fee is used to cover the costs of training, support, software and for general corporate purposes.

5. Item 17, "Renewal, Termination, Transfer and Dispute Resolution", is supplemented for the Franchise Agreement, under the categories entitled "Termination by Franchisee" and "Assignment of Contract by Us" respectively, by the following language that will be deemed an integral part thereof:

In Item 17, section d., *Termination by Franchisee* - Notwithstanding any rights you may have in the Agreement permitting you to terminate the Agreement, the franchisee may also have additional rights to terminate the Agreement on any grounds available by law.

In Item 17, section j., *Assignment of Contract by Franchisor* - However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.

In Item 17, section w., *Choice of Law* - The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by article 33 of the General Business law of the state of New York.

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.

ADDENDUM TO MDH FRANCHISOR LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

1. Items 6 and 17(i) of this disclosure document are amended to reflect that all liquidated damages provisions in the Franchise Agreement are deleted in their entirety.

2. Item 17(r) of this disclosure document is amended to reflect that covenants not to compete such as those contained in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

3. Item 17(v) of this disclosure document is amended to reflect that the jury trial waiver provisions in the Franchise Agreement are deleted in their entirety.

4. Item 17(w) of this disclosure document is amended to reflect that the choice of law provisions in the Franchise Agreement may not be enforceable in the State of North Dakota.

ADDENDUM TO MDH FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following language will apply to Disclosure Documents issued in Rhode Island and be attached by addendum to Agreements issued in the state of Rhode Island:

If any of the provisions of this disclosure document (Risk Factor 1., Cover Page, and Item 17) are inconsistent with §19-28.1-14 of the Rhode Island Franchise Investment Act, which states that a provision in an Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act, then said Rhode Island law will apply.

ADDENDUM TO MDH FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise Disclosure Document for use in the Commonwealth of Virginia is amended as follows:

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

Pursuant to 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 him under the franchise, that provision may not be enforceable.

Any securities offered or sold by the franchisee as part of the MD Hyperbaric Center Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is

unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are

advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT J

SAMPLE FORM OF ADMINISTRATIVE SERVICES AGREEMENT

SAMPLE ONLY

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") dated [_____] (the "Effective Date") is between [_____], a [_____] ("Group"), and [_____], a [_____] ("Company").

RECITALS

A. Group is engaged in the provision of professional medical services (the "Practice") at the practice site located at [_____] (the "Practice Site"), and Group's physicians, physician assistants, and nurse practitioners, as applicable (the "Providers"), hold all licenses and permits necessary to engage in the professional medical services in the applicable state(s) in which they practice.

B. Group desires to focus its energies, expertise and time on the practice of medicine and the delivery of patient care and, in furtherance of that goal, desires to delegate the management of the non-clinical business aspects of Group to Company.

C. Company is a MD Hyperbaric franchisee engaged in the business of providing non-professional management and administrative services to medical practices that offer or will offer hyperbaric oxygen therapy and other services to clients.

D. Group desires to engage Company exclusively to provide and arrange for certain non-professional management, administrative and back-office services required to support Group's clinical operations, such services which are necessary, desirable and appropriate for the day-to-day management of the non-clinical aspects of Group, and Company desires to provide such services all upon the terms and conditions set forth herein.

E. It is the intention of the parties that Group, the Providers, and Company shall comply with all applicable laws concerning the practice of medicine, and that the Group controls the professional medical services including control over all conduct at the Practice Site that constitutes the practice of medicine under applicable law or regulation.

AGREEMENT

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Group and Company covenant and agree as follows:

Article 1

ENGAGEMENT AND AUTHORITY

1.1 Engagement of Company. On the terms and subject to the conditions in this Agreement, Group hereby engages Company, and Company hereby accepts engagement by Group, to provide or to arrange for the provision of the services described in Article 2 (the "Services") to Group. Company is hereby granted the authority necessary to manage the non-medical business and administrative aspects of Group as required under this Agreement. Company will have the right at all times to have access to any Group facilities for the purposes of performing the Services. Group agrees that Company will be the exclusive provider of Services to Group, except that Company is authorized to subcontract with third-parties for any of the Services. This Agreement shall apply to the Practice Site, and such other practice sites as may be agreed to by the parties in writing from time to time.

1.2 Conduct of Medical Practice. Group will be solely and exclusively in control of the provision of professional medical services, and Company will neither have nor exercise any control over the methods by which the Providers practice medicine, provide professional medical services or exercise their professional medical judgment. Nothing in this Agreement will be construed to alter or otherwise affect the legal, ethical or professional relationships between and among Group, the Providers and their clients, nor does anything in this Agreement abrogate any right, privilege or obligation arising from or related to the physician-patient relationship. To the extent any act or service required of Company under this Agreement is reasonably likely to be construed by a court of competent jurisdiction or by any applicable governmental agency, board, or authority to constitute the practice of medicine, the requirement that Company perform that act or service shall be deemed waived and unenforceable, and the remainder of this Agreement shall remain in full force and effect.

1.3 Relationship of Parties. In performing their respective duties and obligations under this Agreement, the parties are independent contractors. The parties will not be deemed to be joint venturers, partners or employees of each other.

Article 2

ADMINISTRATIVE SERVICES

2.1 General Authority. Company will provide or arrange for the provision of the Services and Group expressly authorizes Company to provide such Services. Notwithstanding anything to the contrary in this Agreement, the Services specifically exclude the clinical practice of medicine or the provision of professional medical services.

2.2 Equipment and Supplies.

(a) Company, in consultation with Group, shall provide, finance, or cause to be provided or financed, such equipment, fixtures, office and other supplies, furniture and furnishings reasonably necessary for the operation of the Practice at the Practice Site (collectively, the "Equipment and Supplies"), and shall provide such Equipment and Supplies to Group for use in the operation of the Practice, unless otherwise prohibited by applicable law. Equipment and Supplies acquired for the use of Group may be leased, purchased or otherwise procured by, and title held by, Company. Notwithstanding anything to the contrary herein, Group shall be responsible for and shall maintain control over those aspects of operations that involve direct medical care provided to clients, including approval or selection of medical equipment and medical supplies. Group shall be and remain responsible for ordering, purchasing, and stocking any pharmaceuticals or other medical products or supplies that require a permit, registration, certification or other governmental authorization held by a licensed health care provider to order or purchase. At the direction of Group, Company may assist Group with inventory monitoring and fulfillment of such medical products or supplies as permitted by applicable law.

(b) Company shall be responsible for arranging for the repair and maintenance of all equipment provided by Company under this Agreement, ordinary wear and tear excepted in all cases, the costs and expense of which shall be reimbursable as a Group expense.

(c) Company will negotiate and arrange for all clinical and management office space for use of the Group for operation of the Practice Site, which may be pursuant to separate sublease agreements.

2.3 Vendor Services. Upon the request by Group and subject to the ultimate approval of Group, Company shall assist with arranging for services provided by third party vendors.

2.4 Support Services. Company shall provide or arrange for all utilities, janitorial and cleaning, laundry, security, printing, stationery, forms, postage, duplication, facsimile, photocopying and data transmission and processing services, telephone and information management services (including providing a computer system for clinic functions, billing, communications, and management), training and education, and other support services as are reasonably necessary and appropriate for the operation of the Practice.

2.5 Bookkeeping and Accounting. Company shall provide bookkeeping services, financial reports, and shall implement and manage a computerized management information system appropriate for the Practice.

2.6 Financial Reporting. Company shall prepare, analyze and deliver to Group financial reports to the extent necessary or appropriate for the operation of the Practice, which may include the following:

(a) financial statements, including balance sheets and statements of cash flow and income;

(b) accounts payable and accounts receivable analysis;

(c) billing status; and

(d) reconciliation of assets, liabilities and major expenses.

2.7 Billing and Collection.

(a) Authorization. Company shall, at the direction of Group, assist Group with the establishment and maintenance of credit, billing, and collection policies and procedures, and shall exercise reasonable efforts to bill and collect on behalf of Group in a timely manner (and to the extent permitted by applicable law) all professional and other fees for all billable medical services rendered by Group. Group hereby appoints Company as its true and lawful agent to bill and collect for all clinical services rendered by Group and all other amounts payable to Group, including all amounts due for all services furnished by or under the supervision of Providers or other clinical personnel acting for or on behalf of Group. All billings for services rendered and products provided to clients by Group will be made by Company under Group's name and provider number(s), and Company will act as Group's agent in the preparation, rendering and collection of such billings. To facilitate such billing and collection services, Group will cause its Providers to endorse and deliver to Group promptly all payments received by them in respect of any services rendered and products sold by or on behalf of Group. Group, in accordance with applicable law, hereby grants to Company, during the Term, an exclusive, special power of attorney and appoints Company as its exclusive and lawful agent and attorney-in-fact, and Company hereby accepts such special power of attorney and appointment, for the following purposes:

(i) if applicable, to submit bills to Group's clients, in Group's name and on Group's behalf, for services rendered and products provided to such clients by or on behalf of Group.

(ii) to submit bills to third-party payors, in Group's name and on Group's behalf, for reimbursement or indemnification in respect of services rendered and products provided to Group's clients by or on behalf of Group.

(iii) to collect all receivables for services rendered and products provided to Group's clients by or on behalf of Group and to administer the deposit of all collected amounts into a Group Account, as applicable, which are and will remain in Group's name.

(iv) to collect from Group all cash received by Group for deposit into a Group Account.

(v) to make demand with respect to, and, subject to Group's approval, settle, compromise and adjust any claims, and to coordinate with collections agencies (approved by Group) to commence any suit, action or proceeding to collect upon such claims.

(vi) to take possession of and endorse, in the name of Group or any of its Clinical Professionals, any negotiable instrument received as payment for any services rendered or products provided by or on behalf of Group.

(vii) to transfer from Group Account to an account designated by Company amounts sufficient to pay all outstanding expense reimbursements and other amounts due to Company under this Agreement.

(viii) to sign negotiable instruments on Group's behalf and to make withdrawals from Group Account and the Operating Account to pay Group's expenses, including outstanding Service Fees, expense reimbursements and other amounts due to Company under this Agreement, and as otherwise requested by Group.

(b) Accounts and Documentation.

(i) All funds received by Group shall be promptly deposited into an account or accounts (the "Group Account") in the name of Group at a banking institution (the "Group Bank") selected by Group and approved by Company.

(ii) Group shall enter into an agreement with the Group Bank to sweep all funds from the Group Account into an operating account designated by Company (the "Operating Account") on a weekly (or more frequent) basis. Company will use the Operating Account to receive funds from the Group Account and pay Group expenses and any amounts due under this Agreement and such other reimbursable expenses as Company may pay on Group's behalf. Such persons as Company may designate from time to time will be authorized signatories on the Operating Account. Company may transfer funds from the Operating Account to payroll accounts (the "Payroll Account") owned and controlled by Group for purposes of funding the Group's upcoming payroll needs. Any modification or revocation of such authorization and instructions by Group without Company's prior written consent will be in material breach of this Agreement.

(iii) Promptly upon Company's request, Group will execute and deliver to Company for further delivery to any financial institution at which any Operating Account or Group Account is maintained, such additional documents and instruments as may be necessary to evidence the power of attorney granted to Company by Group pursuant to Section 2.7(a). So long as Company has power of attorney pursuant to Section 2.7(a), Group will not take any action that interferes with the transfer of funds from a Group Account to the Operating Account nor will Group or its agents remove, withdraw or authorize the removal or withdrawal of any funds from a Group Account for any purpose except to accomplish the transfer of funds described in Section 2.7(a)(vii) and Section 2.7(a)(viii).

(iv) Company will provide, at Group's request, a set of financial statements and documentation of all billing, collection and disbursements related to the Group Account.

2.8 Strategic Consulting and Annual Budget. Upon Group's request, Company may assist Group in strategic and financial planning objectives, including the evaluation of major capital expenditures, the development of renovation and expansion plans, review of compensation plan design and implementation (the "Strategic Consulting Services"). If requested by Group, Company shall, in consultation with Group, prepare an annual capital and operating budget ("Annual Budget") regarding financial aspects of Group.

2.9 Utilization Review, Quality Improvement, and Outcomes Monitoring. Company shall provide administrative support for Group's utilization review, quality improvement and outcomes monitoring activities, including, without limitation, data collection, analysis and reporting for Group clients. Company shall also support the development and implementation of relevant policies, procedures, protocols, practice guidelines and other interventions based on such activities.

2.10 Recruitment of Providers. Upon Group's request, Company shall assist Group in the recruitment of Providers. Final determinations with respect to all clinical employment decisions will, at all times, remain the responsibility of Group. In addition, Group shall be solely responsible for determining whether Providers with whom it might contract should be retained as employees or independent contractors, and Group shall be responsible for, indemnifying Company against, and hold it harmless from, any and all damages that may result from such determinations by Group.

2.11 Assistance with Clinical Professionals. Notwithstanding anything to the contrary in this Agreement, Group shall have control and responsibility for decisions regarding hiring, engagement, termination, scheduling and staffing levels, personnel policies, and compensation and benefits with respect to all clinical personnel (the "Clinical Professionals") providing services to, through or on behalf of Group. Group shall consult with Company in making these decisions so Company can properly assist Group with the Services provided under this Agreement, but this consultation shall not interfere with Group's or any physician's professional medical judgment or clinical practice. To the extent Company furnishes personnel to Group, Group shall have the right and obligation to direct and supervise the delivery of clinical assistance (if any) by any personnel furnished by Company, including ensuring that such clinical assistance is properly delegated to an individual eligible to provide such assistance under applicable law. To the extent that an employee of Company assists any Providers or other Clinical Professionals in performing clinical functions, such employee of Company shall be subject to the professional direction and supervision of such Clinical Professional with respect to such clinical assistance only, and in his or her performance of such clinical functions, shall not be subject to the direction or control by Company, except as may be specifically authorized by Group. However, the preceding sentence does not in any way create an employment relationship between Group and Company's employee and does not in any way modify the employment relationship between Company and such employee. Each party to this Agreement shall remain liable for the salary and benefits paid to such party's own employees and shall be ultimately responsible for compliance with state and federal laws pertaining to workers' compensation, unemployment compensation and other employment-related statutes pertaining to the party's own employees.

2.12 Non-Licensed Personnel. Company shall employ or otherwise retain and shall be responsible for selecting, hiring, training, supervising and terminating all management, administrative, clerical, secretarial, bookkeeping, accounting, payroll, billing and collection and other non-licensed personnel reasonably necessary and appropriate to enable Company to perform its duties and obligations under this Agreement. Company shall be responsible for determining the salaries and providing fringe benefits, if any, for its personnel, and for withholding, as required by law, any sums for income tax, unemployment insurance, social security, or any other withholding required by applicable law or governmental requirement.

2.13 Assistance with Scheduling. Company will assist Group with scheduling of Clinical Professionals and clients; provided that Group shall control of, and have authority for and approval of, Clinical Professionals and client scheduling.

2.14 Marketing and Advertising. Company will assist Group in the development and implementation of marketing and advertising programs to effectively market and promote the services of Group, provided that Group shall have control of and authority for and approval of, such programs. Group will be responsible for the content of all advertising and marketing and for ensuring that advertising and marketing conform to all applicable legal requirements. Group shall have no right whatsoever to use

Company's name, trademarks, copyrighted materials, or any of the Marks and the System except as expressly permitted in this Agreement during the Term in connection with the Practice.

2.15 MD Hyperbaric System

(a) Group understands and acknowledges that Company has obtained from MDH Franchisor, LLC (the "Franchisor") the right to use the name "MD Hyperbaric" and certain other proprietary marks, logos, trade names, trademarks, service marks, and slogans (the "Marks") and the right to use the proprietary system and other information provided by Franchisor to Company (the "System"), and that Company has obtained the right to permit Group to use the System, subject to the terms and conditions of this Agreement. Group shall complete and execute that certain Authorized Care Provider Acknowledgment attached hereto as Exhibit A.

(b) Company permits Group to use the Marks and the System solely in connection with the Practice at the Practice Site. Group shall use the Marks and the System only in such manner as authorized by Company and Franchisor, which Franchisor may in its sole discretion modify from time to time. Group's right to use the System and the Marks is derived solely from this Agreement. Any unauthorized use of the System or the Marks by Group shall constitute a breach of this Agreement. Group further acknowledges and agrees that the right to use the Marks and the System granted herein does not extend beyond the termination or expiration of this Agreement.

(c) All proprietary rights, ownership and goodwill in the Marks and the System will inure and belong to Franchisor. The use by Group and its agents of the Marks and the System does not create any interest or right, express or implied, in the Marks or the System with respect to Group beyond such limited right to use. Group hereby covenants not to assert any claim to any of the Marks or the System and will cooperate fully with Company and Franchisor in protecting all rights and interests of Franchisor and its affiliates in and to the Marks and the System. Group will not use or permit the use of any Marks or the System in a manner that may contravene applicable law or impair the validity or enforceability of any rights or interests in the Marks or the System. Group acknowledges that the unauthorized use of the Marks or the System will cause irreparable injury to the Franchisor and that damages are not an adequate remedy.

2.16 Additional Services. Company may provide such other services as are necessary for the day-to-day operation of Group as may be agreed to in writing by the parties from time to time.

2.17 No Referrals. The parties acknowledge and agree that: (i) the benefits under this Agreement do not require, are not payment for, and are not in any way contingent upon the referral of clients to Group; and (ii) Company is not engaging, does not intend to engage, and is not required to engage in any referrals of clients to Group or any similar activities. None of the Services obligate Company to generate client flow or business for Group in violation of applicable law. The parties do not intend to compensate Company for generating clients for Group; rather Group hereby engages Company to manage the non-professional business aspects of Group's business to enable Group and Professionals to focus on delivering high quality patient care.

Article 3

GENERAL OBLIGATIONS

3.1 Duty to Cooperate. The parties acknowledge that mutual cooperation is critical to the performance of their respective obligations under this Agreement. Group will cooperate with and assist Company to control all costs and expenses relating to the operation of the Practice without sacrificing professional standards or patient care. To ensure the communication necessary for mutual cooperation, Group will permit a representative designated by Company to attend and participate (in a non-voting

capacity) in all meetings of Group's board of directors or equivalent governing body and all meetings of Group's equity holders. To facilitate such attendance and participation, Group will give Company at least five calendar days' prior written notice of each such meeting, specifying the date, time and place of the meeting and, if the meeting is a special meeting, the purposes for which the meeting is called. Group's failure to facilitate such attendance and participation will be a material breach of this Agreement.

3.2 Clinical Professionals. Group will employ or engage all Clinical Professionals (including Providers) in such number as are necessary to conduct, manage and operate the Practice at the Practice Site in a proper and efficient manner, and shall ensure such Clinical Professionals hold and maintain a valid and unrestricted license, permit, certification, or other applicable credential as necessary to practice their profession in the applicable jurisdiction. Group shall be responsible for paying the compensation and benefits, as applicable, for all Clinical Professionals employed or contracted for by Group, and for withholding all sums for income tax, unemployment insurance, social security, or any other withholding required by applicable law. Group shall provide to Company evidence of such licensing, certifications, and other credentials of the Clinical Professionals retained by Group as Company may request from time to time.

3.3 Business Associate Provisions. The parties acknowledge that as a result of Services under this Agreement, Company will have access to individually identifiable protected health information regarding Group's clients, and that such information is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other laws and regulations protecting the privacy of such information. As a result, the parties shall comply with the terms and conditions of the Business Associate Provisions set forth on Exhibit B.

3.4 Medical Decisions.

(a) Group shall be solely responsible for all decisions relating to the practice of medicine as defined under applicable law, including without limitation: (i) type and performance of medical care to be provided; (ii) hiring of Providers for Group; (iii) fee schedules and pricing for Group's services, including without limitation Group's usual and customary fee schedule; (iv) care, custody, and control of patient records of Group's clients, and medical equipment and supplies when used for providing medical care; and (v) Clinical Professional and client scheduling.

(b) Company may periodically review, and make recommendations to Group regarding, the appropriate number of full- and part-time Clinical Professionals needed by Group to operate the Practice and perform professional medical services ("Physician Staffing Levels"). Final determinations with respect to Physician Staffing Levels and scheduling of Clinical Professionals and clients will at all times be the responsibility of Group.

(c) Group will be responsible for (i) developing and implementing utilization review and quality assurance guidelines (consistent with guidelines imposed by third-parties), (ii) supervising the taking of corrective action for Clinical Professionals when Clinical Professionals do not satisfy guidelines and standards, (iii) credentialing of Clinical Professionals for the performance of specific procedures, (iv) handling impaired Clinical Professionals, and (v) overseeing, developing and implementing policies of a purely medical nature (including medical records documentation, clinical communications with clients and the determination of clinical care to be provided for particular clients). Company may provide administrative support with respect to such activities as requested by Group.

3.5 Employment and Independent Contractor Agreements.

(a) Group will employ each physician who is or becomes an employee of Group pursuant to a written employment agreement in a form developed by Company in consultation with Group

and approved by Group (the "Employment Agreement"). Any amendments to an approved form of Employment Agreement will be developed by Company in consultation with Group and subject to Group's approval.

(b) Group will engage each physician who is or becomes an independent contractor of Group pursuant to a written independent contractor agreement in a form developed by Company in consultation with Group and approved by Group (the "Independent Contractor Agreement"). Any amendments to an approved form of Independent Contractor Agreement will be developed by Company in consultation with Group and subject to Group's approval.

3.6 Notice of Certain Events. Group will give prompt written notice to Company of any (a) proposed Change of Control of Group, at least thirty (30) days in advance thereof, and (b) any disciplinary, malpractice, enforcement, revocation, audit or other actions, proceedings, inquiries, subpoena, civil investigative demands or investigations initiated against Group or any director, officer, employee, independent contractor or Clinical Professional thereof, as well as the underlying facts and circumstances. For the purposes of this Agreement, a "Change of Control" shall be deemed to have occurred if (x) a majority of the voting securities in Group is acquired by a third party or third parties, (y) Group enters into a merger, consolidation or other business combination with another entity in which Group is not the surviving entity, or (z) more than fifty percent (50%) of the assets of Group are sold or transferred.

3.7 Client Records. Group shall be responsible for creating and causing its Clinical Professionals to create client records with respect to medical services provided by or on behalf of Group, in a form and manner as required by applicable law and sufficient to obtain payment for such services. The client records will be maintained in accordance with applicable law, and the parties acknowledge and agree that such client records shall be and remain the property of Group and under the control of Group and/or its Clinical Professionals as required by applicable law. Subject to compliance with HIPAA and other applicable laws, Group will provide Company full access to such client records on a confidential basis for purposes of providing the Services or resolution of a dispute related to this Agreement, and, upon expiration or termination of this Agreement, Company shall be entitled, at its own expense, to make and retain (subject to compliance with HIPAA and other applicable law) copies of all such records.

3.8 Reporting. To facilitate Company's efficient performance of the Services and obligations under this Agreement, Group will provide Company with billing and other information requested by Company to enable Company to bill and collect Group's charges.

3.9 Regulatory Matters. The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with (i) all applicable laws (including, to the extent applicable, laws relating to the practice of medicine, professional licensure, medical record documentation and retention, unprofessional conduct, fee-splitting, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, medical privacy and security, client confidentiality and informed consent and the hiring of employees or acquisition of services or supplies from persons excluded from participation in any federal health care program, as defined in 42 U.S.C. § 1320a-7b(f)), and (ii) the requirements of any insurance company insuring Group or Company against liability for injury or accident in or on the premises of Group or the Practice.

3.10 Books and Records. Each party will maintain and make available to the other party accurate books, records and accounts related to the services provided by such party pursuant to this Agreement. Such books and records will be available at their place of keeping for inspection by the other party of its representatives for the purpose of determining whether the correct amounts have been retained or paid in accordance with the terms of this Agreement and for any other valid purpose. Each party will have the right to conduct an audit (at such party's expense) upon 30 days advance written notice, but not more frequently than twice each calendar year.

Article 4

COMPENSATION

4.1 Service Fee. In consideration of the Services rendered by Company pursuant to this Agreement, the parties have agreed to the compensation terms set forth in Exhibit C (the "Service Fee"). Any fee under this Agreement has been determined by the parties through good-faith and arms'-length bargaining and is intended to be consistent with the fair market value of the services to be provided hereunder by Company. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for the referral of, or recommending of the referral of, patients, items, or services, by any party to the other, and does not include any discount, rebate, kickback, or other reduction in charge in exchange for referrals to or from any party. Payment of the fees detailed under this Agreement are not intended to be and shall not be interpreted or applied as permitting Company to share in fees of the Group or the Providers for medical or any other services. Rather, such payment is acknowledged as the parties' negotiated agreement as to the reasonable fair market value for the Services provided.

4.2 Expense Reimbursement. In addition to the Service Fee, Group will reimburse Company for all operating expenses incurred by Company in connection with the provision of the Services. Remittances to Group of monies collected will be made net of amounts for which Company is then due to reimbursement from Group pursuant to this Agreement.

4.3 Payments. Company is authorized to pay itself from the Operating Account. Any funds remaining in the Operating Account in any given period will remain in the Operating Account as property of Group.

Article 5

TERM AND TERMINATION

5.1 Initial Term; Automatic Renewals. The initial term of this Agreement commences on the Effective Date of this Agreement and ends on the tenth anniversary of the Effective Date of this Agreement, subject to earlier termination in accordance with Section 5.2 (the "Initial Term" and, together with all Renewal Terms, the "Term"). After the Initial Term, this Agreement will automatically renew for successive five-year terms (each a "Renewal Term") unless (i) either party delivers written notice to the other party of its intent not to renew this Agreement at least 90 calendar days before the end of the Term or (ii) this Agreement is otherwise terminated in accordance with Section 5.2.

5.2 Termination. This Agreement may be terminated during the Term only in writing and as follows:

(a) by mutual agreement of the parties.

(b) by Company at any time with or without cause upon 30 days' prior written notice to Group.

(c) by Group with written notice to Company in the event of Company's gross negligence, fraud or illegal acts in the performance of the Services, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction.

(d) by Group if Company materially breaches this Agreement and fails to cure such breach within 60 calendar days after receiving written notice from Group describing in reasonable detail the nature of the breach.

(e) by Company if Group materially breaches this Agreement and fails to cure such breach within 10 calendar days after receiving written notice from Company describing in reasonable detail the nature of the breach.

(f) by either party in the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement is determined by a state or federal court or governmental agency to be in violation of any statute, ordinance, or be otherwise deemed illegal.

(g) by Company immediately and without notice if Group admits in writing its inability to pay its debts generally when due, applies for or consents to the appointment of a trustee, receiver or liquidator of all or substantially all of its assets, files a petition in voluntary bankruptcy or makes an assignment for the benefit of creditors, or otherwise, voluntarily or involuntarily, takes or suffers action taken under any applicable law for the benefit of debtors, except for the filing of a petition in involuntary bankruptcy against Group which is dismissed within 60 calendar days thereafter.

5.3 Effect of Expiration or Termination.

(a) The expiration or termination of this Agreement in accordance with Section 5.2 will automatically relieve and release each party from the executory portion of such party's obligations under this Agreement; provided, however, that all obligations expressly extended beyond the Term by the terms of this Agreement (including this Article 5, Article 6, Article 7 and Article 88) will survive the expiration or termination of this Agreement.

(b) Promptly (but in any event within 10 calendar days) after the termination or expiration of this Agreement, Group will pay to Company all Service Fees earned or accrued under this Agreement through the termination date, and reimburse all reimbursable expenses incurred before the termination date.

(c) In the event of expiration or termination of this Agreement, Group shall (i) immediately surrender to Company all of Company's property used primarily in the operation of the Practice in the same condition as received, reasonably wear and tear excepted, (ii) surrender and vacate any premises leased or provided to Group by Company, (iii) deliver to Company all other property of Company in Group's possession or control, and (iv) cease using the Marks, the System, and any other Confidential Information of the Company.

(d) After the expiration or termination of this Agreement, Group will retain and provide Company with full and unrestricted access to its books and records with respect to all transactions and Group's financial condition, assets, liabilities, operations and cash flows during the Term.

Article 6

RESTRICTIVE COVENANTS

6.1 Restrictive Covenants. In the course of receiving the Services, Group will have access to the most sensitive and most valuable trade secrets, proprietary information and other confidential information, including but not limited to proprietary methods, processes, ideas, systems, procedures, inventions, discoveries, concepts, software in various stages of development, designs, drawings, specifications, models, data, documents, diagrams, flow charts, research, economic and financial analysis, developments, procedures, know-how, policy manuals, form contracts, marketing and other techniques, plans, materials, forms, copyrightable materials and trade information, and other information or records of a proprietary or confidential nature (including but not limited to the Marks and the System), whether or not in written or intangible form (collectively, "Confidential Information") related to Company's business and operations, which constitute valuable business assets of Company and its affiliates, and the use, application

or disclosure of such Confidential Information will cause substantial and possibly irreparable damage to the business and asset value of Company. Therefore, as an inducement for Company to enter into this Agreement and to protect the Confidential Information and other business interests of Company, Group agrees to be bound by the restrictive covenants contained in this Article 6.

6.2 Disclosure of Confidential Information. After the date of this Agreement, Group will, and will cause its affiliates, directors, managers, officers, equity holders, employees, contractors, agents, successors and permitted assigns (collectively, "Representatives") to, keep confidential and not disclose to any other person or use for any purpose other than in furtherance of Group's obligations under this Agreement, any Confidential Information; provided, however, that the obligations under this Section 6.2 will not apply to Confidential Information that (i) is or becomes generally available to the public without breach of the commitments contemplated by this Section 6.2, (ii) was available to Group on a non-confidential basis before the date of this Agreement, or (iii) is required to be disclosed by any law; provided that as soon as practicable before such disclosure, Group gives Company prompt written notice of such disclosure to enable Company to seek a protective order or otherwise preserve the confidentiality of such information. Promptly after the expiration or termination of this Agreement, Group will, and will cause its Representatives to either return to Group or destroy, delete or erase (with written certification of such destruction, deletion or erasure provided to Company by Group) all written, electronic or other tangible forms of Confidential Information. After the expiration or termination of this Agreement, Group will not, and will cause its Representatives not to, retain any copies, summaries, analyses, compilations, reports, extracts or other materials containing or derived from any Confidential Information. Notwithstanding such return, destruction, deletion or erasure, all oral Confidential Information and the information embodied in all written Confidential Information will continue to be held confidential pursuant to the terms of this Section 6.2.

6.3 Non-Disparagement. Group will not, directly or indirectly, make any disparaging, derogatory, negative or knowingly false statement about Company or its affiliates or any of their respective directors, managers, officers, equity holders, employees, contractors, agents, successors and permitted assigns, or any of their respective businesses, operations, financial condition or prospects, except as required by applicable law or in the course of filing a charge with a government agency or participating in its investigation.

6.4 Scope of Covenants; Equitable Relief. Group acknowledges and agrees that (i) the restrictive covenants contained in this Article 6 are commercially reasonable and do not impose a greater restraint than is necessary to protect the goodwill and legitimate business interests of Company and its businesses, (ii) any breach of the restrictive covenants in this Article 6 will cause irreparable injury to Company and that actual damages may be difficult to ascertain and would be inadequate, (iii) if any breach of any such covenant occurs, then Company will be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available (without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement), and (iv) Group hereby waives the claim or defense that an adequate remedy at law exists for such a breach.

Article 7

INDEMNIFICATION AND INSURANCE

7.1 Insurance. Each party shall maintain such policies of general liability and professional liability insurance as are commercially available at limits of liability customarily maintained by similar enterprises and in compliance with applicable state laws, if any. Immediately upon becoming aware of any claim or possible claim against its insurance policies, Group shall notify Company thereof and provide all pertinent details.

7.2 Indemnification.

(a) Group will indemnify, defend and hold harmless Company (and its affiliates, directors, managers, officers, equity holders, employees, agents, successors and permitted assigns) from and against any and all losses, liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, fines, penalties, damages, costs and expenses (including reasonable attorneys', accountants', investigators' and experts' fees and expenses) incurred in connection with the defense or investigation of any claim ("Damages") that are caused by or result from the grossly negligent or intentionally wrongful acts or omissions of Group (or its affiliates, agents or employees acting in such capacity), the breach of this Agreement by Group (or its affiliates, agents or employees acting in such capacity), or any professional liability or malpractice of Group or any Clinical Professionals.

(b) Company will indemnify, defend and hold harmless Group (and its affiliates, directors, managers, officers, equity holders, employees, agents, successors and permitted assigns) from and against any and all Damages that are caused by or result from the grossly negligent or intentionally wrongful acts or omissions of Company (or its affiliates, agents or employees acting in such capacity) or the breach of this Agreement by Company (or its affiliates, agents or employees acting in such capacity).

7.3 Cooperation and Settlement. Group and Company will coordinate the defense and settlement of actions in which they are named.

7.4 Other Remedies. The provisions of this Article 7 are in addition to, and not in derogation of, any statutory, equitable or common law remedies that a party may have with respect to this Agreement or the subject matter of this Agreement.

7.5 Survival. The indemnification obligations under this Article 7 will survive the termination or expiration of this Agreement.

Article 8

MISCELLANEOUS PROVISIONS

8.1 Force Majeure. Neither party will be liable for any failure or inability to perform, or delay in performing, such party's obligations under this Agreement if such failure, inability or delay arises from an extraordinary cause beyond the reasonable control of the non-performing party; provided that such party diligently and in good faith attempts to cure such non-performance as promptly as practicable.

8.2 Notices. Any notice or other communication required or permitted under this Agreement must be in writing and must be sent to the respective parties at the following addresses (or another address specified in a notice given in accordance with this Section 8.2): if to the Group: [_____], Attention: [_____]; if to Company: [_____], Attention: [_____]. If sent in accordance with this Section 8.2, a communication will be deemed to have been received (a) if personally delivered, when so delivered, (b) if mailed, three days after having been placed in the United States mail, registered or certified, postage prepaid, addressed to the party to whom it is directed, or (c) if given by fax, when the notice is transmitted to the party's fax number, and the appropriate answer back or telephonic confirmation is received.

8.3 Entire Agreement. This Agreement constitutes the complete agreement and understanding among the parties regarding the subject matter of this Agreement and supersedes any prior understandings, agreements or representations regarding the subject matter of this Agreement.

8.4 Amendments. The parties may amend this Agreement only pursuant to a written agreement executed by the parties.

8.5 Non-Waiver. The parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a party will constitute a waiver of any obligation of such party or the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

8.6 Assignment. Group may not assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without Company's prior written consent. Company may freely assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without Group's consent.

8.7 Binding Effect; Third Party Beneficiaries. This Agreement will inure to the benefit of and bind the parties and their respective successors and permitted assigns. Except as set forth in this Section 8.7, nothing in this Agreement is intended to confer any rights or remedies on any person or entity other than the parties to this Agreement, their respective successors and assigns, and no other person or entity is intended to be nor shall be a third-party beneficiary of this Agreement. Notwithstanding the previous sentence, Group agrees that Franchisor is an express and intended third party beneficiary of this Agreement solely for the purposes of enforcing its rights with respect to the Marks and the System as described in Section 2.15.

8.8 Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If any court of competent jurisdiction holds the geographic or temporal scope of any restrictive covenant contained in Article 6 invalid or unenforceable, then such restrictive covenant will be construed as a series of parallel restrictive covenants and the geographic or temporal scope of each such restrictive covenant will be deemed modified (including by application of any "blue pencil" doctrine under applicable law) to the minimum extent necessary to render such restrictive covenant valid and enforceable.

8.9 Headings. The article and section headings used in this Agreement are for purposes of convenience only. They shall not be construed to limit or to extend the meaning of any part of this Agreement.

8.10 Interpretation. This Agreement will be construed according to its fair meaning. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party will not apply to any construction or interpretation of this Agreement.

8.11 Changes in law. If any change in applicable law occurs that does or is reasonably likely to affect adversely the manner in which any party may perform or be compensated for its services under this Agreement or render this Agreement unlawful or illegal, then the parties will cooperate in good faith with advice from knowledgeable legal counsel to amend this Agreement as necessary to comply with such change in applicable law while preserving as closely as possible the economic arrangements and other terms of this Agreement in effect before such change in applicable law.

8.12 Governing law. This Agreement and any dispute, controversy or claim directly or indirectly relating to, arising out of, caused by or resulting from this Agreement will be governed by the laws of the [_____], without regard to conflict of laws principles.

8.13 Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

8.14 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The parties may deliver executed signature pages to this Agreement by facsimile or e-mail transmission. This Agreement may be signed electronically using DocuSign or any nationally recognized electronic signature provider in compliance with the Electronic Signatures in Global and National Commerce Act, each of which will be as fully binding as an original document. No party may raise as a defense to the formation or enforceability of this Agreement, and each party forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SAMPLE ONLY

The parties execute this Agreement effective as of the Effective Date.

GROUP: [NAME]

By: _____
Name:
Title:

COMPANY: [NAME]

By: _____
Name:
Title:

SAMPLE ONLY

EXHIBIT A

AUTHORIZED CARE PROVIDER ACKNOWLEDGMENT

Authorized Care Provider Acknowledgment
(_____ MD Hyperbaric Center Location)

_____, a _____ _____ located at _____("**Authorized Care Provider**") has entered into an Administrative Services Agreement ("**ASA**") dated _____, 20__ with _____, a _____ with its principal business address _____ ("**Franchisee**"), under the terms of which Franchisee will provide certain management and administrative services to Authorized Care Provider in connection with Authorized Care Provider's operation of a medical practice located at _____ (the "**Center**") that provides hyperbaric oxygen therapy products and services.

1. Authorized Care Provider understands and acknowledges that Franchisee is bound by the terms, conditions and restrictions in the MD Hyperbaric Franchise Agreement as a "Franchisee" and that failure of the Center to comply with the requirements of the Standards and other requirements of the System pertaining to the operation of the Center may result in termination of the ASA and Franchisee's and Authorized Care Provider's use of any of the Marks or any element of the System. Authorized Care Provider further agrees to be bound by the confidentiality provisions of the MD Hyperbaric Franchise Agreement during and subsequent to the term of the ASA.

2. Franchisee and Authorized Care Provider agree:

(i) any default under the terms and conditions of the MD Hyperbaric Franchise Agreement caused wholly or in part by Authorized Care Provider shall constitute a default under the terms and conditions of the MD Hyperbaric Franchise Agreement, for which Franchisor shall have the right to terminate the MD Hyperbaric Franchise Agreement.

(ii) Franchisor shall have the right to communicate directly with Authorized Care Provider regarding its operation of the Center.

3. If there are conflicts between any provision of the MD Hyperbaric Franchise Agreement and this Authorized Care Provider Acknowledgment on the one hand and the Management Agreement on the other hand, the provision(s) of the MD Hyperbaric Franchise Agreement and this Authorized Care Provider Acknowledgment shall control.

4. Unless specifically defined herein, all capitalized terms used in this Authorized Care Provider Acknowledgment shall have the same meanings as set forth in the MD Hyperbaric Franchise Agreement.

5. This Authorized Care Provider Acknowledgment shall be construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law rules.

6. Authorized Care Provider's mailing address for notice purposes is _____. Authorized Care Provider agrees to provide written notice to both Franchisor and Franchisee if there is any change in Authorized Care Provider's mailing address.

SAMPLE ONLY

FRANCHISOR

MDH Franchisor, LLC

By: _____
Print Name: _____
Title: _____
Effective Date: _____

FRANCHISEE

_____

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

AUTHORIZED CARE PROVIDER

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

SAMPLE ONLY

EXHIBIT B

BUSINESS ASSOCIATE PROVISIONS

Company will perform any Services involving Protected Health Information received from, or created or received by Company on behalf of, Group ("PHI"), in accordance with the following Business Associate Provisions.

1. General Provisions.

(a) Effect. To the extent that Company receives PHI to perform Business Associate activities, the terms and provisions of this Exhibit B supersede all conflicting or inconsistent terms and provisions of this Agreement to the extent of such conflict or inconsistency.

(b) Capitalized Terms. Capitalized terms used in this Exhibit B without definition in this Agreement (including this Exhibit B) are defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations as amended from time-to-time (collectively, "HIPAA").

(c) No Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third-party rights (including third party rights for clients).

2. Obligations of Company.

(a) Use and Disclosure of Protected Health Information. Company may use and disclose PHI as permitted or required under this Agreement (including this Exhibit B) or as Required by Law, but may not otherwise use or disclose any PHI. Except as provided in paragraphs (i) to (iii) of this Section, Company will not, and will assure that its employees, other agents and contractors do not use or disclose PHI in any manner that would constitute a violation of HIPAA if so used or disclosed by Group. To the extent that Company is to carry out Group's obligation under the HIPAA Privacy Rule (45 C.F.R. part 164 subpart E), Company will comply with the requirements of the HIPAA Privacy Rule that apply to the applicable Group in the performance of such obligation. Without limiting the generality of the foregoing, Company is permitted to use or disclose PHI as set forth below:

(i) Company may use PHI for Company's proper management and administration or to carry out its legal responsibilities.

(ii) Company may disclose PHI to a third party for Company's proper management and administration, provided that the disclosure is Required by law or Company obtains reasonable assurances from the third party to whom such PHI is to be disclosed that the third party will (A) protect the confidentially of the PHI, (B) only use or further disclose the PHI as Required by law or for the purpose for which the PHI was disclosed to the third party and (C) notify Company of any instances of which such third-party is aware in which the confidentiality of the PHI has been breached.

(iii) Company may use PHI to provide Data Aggregation services relating to the Health Care Operations of Group if required or permitted under this Agreement.

(iv) Company may de-identify PHI consistent with applicable HIPAA requirements.

(b) Safeguards. Company will use appropriate safeguards and comply with the HIPAA Security Rule (45 C.F.R. part 164 subpart C), where applicable, to prevent the use or disclosure of PHI other than as permitted or required by this Exhibit B.

(c) Subcontractors. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Company will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Company agree to the same restrictions, conditions, and requirements that apply to Company with respect to such PHI.

(d) Reporting of Improper Disclosures of PHI. If Company discovers a (i) use or disclosure of PHI in violation of this Agreement, (ii) Security Incident or (iii) Breach of Unsecured PHI, then Company will report the use or disclosure in accordance with HIPAA to Group without unreasonable delay and in any event within 60 calendar days after its discovery. Notice is hereby deemed provided, and no further notice will be provided, of the regular occurrence of unsuccessful attempts at unauthorized access, use, disclosure, modification, or destruction, such as pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the key is not compromised, or any combination of the above.

(e) Access to Information. Within 10 business days after receipt of a request from Group for access to PHI about an Individual contained in any Designated Record Set of Group maintained by Company, Company will make available to Group or directly to the Individual such PHI for so long as Company maintains such information in the Designated Record Set. If Company receives a request for access to PHI directly from an Individual, then Company will forward such request to Group within 5 business days.

(f) Availability of PHI for Amendment. Within 15 business days after receipt of a request from Group for the amendment of an Individual's PHI contained in any Designated Record Set of Group maintained by Company, Company will provide such information to Group for amendment and incorporate any such amendments in the PHI (for so long as Company maintain such information in the Designated Record Set) as required by 45 C.F.R. §164.526. If Company receives a request for amendment to PHI directly from an Individual, then Company will forward such request to Group within 10 business days.

(g) Accounting of Disclosures. Within 15 business days after receipt of notice from Group stating that Group has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Company will make available to Group such information as is in Company's possession and required for Group to make the accounting required by 45 C.F.R. §164.528.

(h) Availability of Books and Records. Company will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Group's and Company's compliance with HIPAA.

3. Obligations of Group.

(a) Permissible Requests. Group will not request that Company use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Group.

(b) Minimum Necessary Information. Group represents that, to the extent Group provides PHI to Company, such information is the minimum necessary PHI for the accomplishment of Company's purpose.

(c) Consents/Authorizations. Group represents that, to the extent Group provides PHI to Company, Group has obtained the consents, authorizations and other forms of legal permission required under HIPAA and other applicable law, including any necessary authorizations for the use of PHI for Marketing purposes, if applicable.

4. Effect of Termination of this Agreement. Promptly after the expiration or termination of this Agreement, Company will either return to Group or destroy all PHI then in Company's possession; *provided, however, that* to the extent that Company reasonably determines that the return or destruction of such PHI is not feasible, then the terms and provisions of this Exhibit B will survive the expiration or termination of this Agreement and such PHI may be used or disclosed only for the purposes that prevented Company's return or destruction of such PHI.

SAMPLE ONLY

EXHIBIT C

SERVICE FEES

State Effective Dates

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

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	Not Applicable
Hawaii	Not Applicable
Illinois	Pending
Indiana	Not Applicable
Maryland	Not Applicable
Michigan	Not Applicable
Minnesota	Not Applicable
New York	Not Applicable
North Dakota	Not Applicable
Rhode Island	Not Applicable
South Dakota	Not Applicable
Virginia	Not Applicable
Washington	Not Applicable
Wisconsin	Not Applicable

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.

EXHIBIT K

RECEIPTS

ITEM 23

RECEIPT
(Your copy to keep)

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

If MDH Franchisor 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 any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that MDH Franchisor LLC provides you with this disclosure document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, MDH Franchisor LLC or one of its affiliates in connection with the proposed sale or grant. Michigan requires that MDH Franchisor LLC provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, MDH Franchisor LLC or one of its affiliates in connection with the proposed sale or grant.

If MDH Franchisor 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

Date of Issuance: March 18, 2026

The name and address of our registered agent authorized to receive service of process is shown in Exhibit A.

The franchise sellers are Christopher Neal (Y/N), Brody King (Y/N) (each can be reached at 1 Carter Road, West Orange, NJ 07052, and 973-985-0739) and _____.

I have received a Disclosure Document dated March 18, 2026 that included the following Exhibits:

A – State Administrators/Agents for Service of Process
B – Franchise Agreement (including State Addenda)
C – Applicant Confidentiality Agreement and Authorization
D – Franchise Application
E – Table of Contents of Brand Standards Manual
F – List of Current Franchisees
G – List of Former Franchisees
H – Financial Statements
I – State Addenda to Franchise Disclosure Document
J – Sample Form of Administrative Services Agreement
K – Receipts

PROSPECTIVE FRANCHISEE:	**PROSPECTIVE FRANCHISEE:**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

ITEM 23

RECEIPT
(Sign receipt and return to us)

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If MDH Franchisor 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

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K – Receipts

PROSPECTIVE FRANCHISEE:	**PROSPECTIVE FRANCHISEE:**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____