

FRANCHISE DISCLOSURE DOCUMENT



PLM Franchising, Inc.

a Colorado corporation
16194 W. 45th Drive
Golden, CO 80403
303-886-5538

www.purlifemedical.com

PLM Franchising, Inc. is offering franchises to own and operate a franchise (“**Franchised Business**”) in which you will be responsible for operating and/or managing wellness and healthcare centers (“**Center**”) that specialize in providing certain wellness and healthcare services to the general public at a specific location under the word mark “PÜR Life® Medical” and such other trademarks we authorize (“**Marks**”). Each Franchised Business will report to and receive support directly and indirectly from our corporate headquarters, or from one of our Area Representatives where the Franchised Business is located.

The total initial investment necessary to begin operation of a Franchised Business ranges from \$649,949 to \$1,094,999. This amount includes fees of \$54,900 that must be paid to the franchisor or an affiliate. If you choose to become a Multi-Unit Developer, you will pay a Multi-Unit Development Fee based upon the number of Franchised Businesses you commit to develop. The total investment necessary to begin operation of your first Franchised Business under a three-unit Multi-Unit Development Agreement, including the Multi-Unit Development Fee, is \$736,610 to \$1,182,449, of which \$122,700 must be paid to us. The total investment necessary for any subsequent Franchised Businesses varies based on the total number of Franchised Business franchises you commit to develop.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Nicholas J. Cavarra, President, PLM Franchising, Inc., 16194 W. 45th Drive, Golden, CO 80403, 303-886-5538.

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

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

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

Issuance Date: **July 15, 2024**

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

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

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.

REQUIRED BY THE STATE OF MICHIGAN

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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 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.

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

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

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ITEM 1
FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the terms, “we,” “us,” or “Company” means PLM Franchising, Inc., the franchisor. “You” means the person or legal entity who is granted the franchise. If you are a corporation, partnership, limited liability company, or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted. The term “Unit Franchise” means one PÜR Life® Medical single-unit Franchised Business. The owner or operator of a Unit Franchise is referred to as a “Unit Franchisee” or simply as a “Franchisee”. The term “Multi-Unit Development Franchise” means that you (“Multi-Unit Developer”) have the right to open multiple Unit Franchises in a designated territory (“Development Area”) over an agreed upon period of time (“Development Schedule”). If you are a corporation, partnership, limited liability company, or other entity, your principal shareholders, partners or members will be referred to as “Owners”. Unless otherwise indicated, the term “Franchised Business” means a Unit Franchise.

The Franchisor, and any Parents Predecessor and Affiliates

We are a Colorado corporation, formed on December 5, 2023. We operate under the name PLM Franchising, Inc. and PÜR Life® Medical. Our principal business address is 16194 W 45th Dr, Golden, CO 80403. Our agents for service of process in various states are listed in **Exhibit A**. We acquired the right to offer and support Franchisees from our Predecessor PLSH on January 1, 2024, and we commenced supporting existing Unit Franchisees and Area Representatives on that date. We began offering franchises to prospective Unit Franchisees and Multi-Unit Franchisees on July 1, 2024. We are not currently engaged in any other line of business.

We are wholly owned by PLM Franchise Operations, Inc. (“**PLMF**”), a Colorado corporation formed on December 5, 2023, and PLMF is wholly-owned by PLM Holdings, Inc. (“**PLM Holdings**”), a Colorado corporation formed on December 5, 2023. PLMF’s and PLM Holdings’ principal place of business is the same as ours. PLMF does not offer franchises in any business and does not engage in any business other than owning us. PLM Holdings does not offer franchises in any business and does not engage in any business other than owning PLMF.

Our predecessor is Panacea Life Sciences Holdings, Inc. (“**PLSH**”), a Colorado corporation formed on July 1, 2021, PLSH’s principal business address is the same as ours. PLSH owned the PÜR Life® Medical system from September 2023 through December 2023, but PLSH has not conducted the type of business the franchisee will operate, nor did PLSH offer PÜR Life® Medical franchises or franchises in any line of business.

On September 26, 2023 PLSH acquired the PÜR Life® Medical system from PÜR Life Medical Corporation (“**PLMC**”), a Wyoming corporation formed on September 18, 2019. PLMC’s principal business address is 610 S 850 E Suite 100, Lehi, UT 84043. PLMC offered PÜR Life® Medical franchises from October 2019 through September 2023. PLMC also operated one business of the type being franchised from 2021 to 2022. PLMC has not offered franchises in any other line of business and did not engage in any other business.

Our affiliate, Panacea Life Sciences, Inc. (“**Panacea**”), a Colorado corporation formed on October 15, 2017, supplies CBD products to our franchisees. Panacea’s principal place of business is the same as ours. Panacea has not conducted the type of business being franchised and has not offered franchises in any line of business. Our affiliate, PLM Franchising IP USA, LLC (“**PLMIP**”), a Colorado limited liability company formed on December 5, 2023, owns the trademarks and the PÜR Life® Medical system which we have been licensed to use and to license our franchisees to use.

Our Business

We currently offer two types of franchises: Unit Franchises and Multi-Unit Development Franchises. We offer Unit Franchises to persons or legal entities, under either the DCO Model or the MSO Model, as defined below, that meet our qualifications, and are willing to undertake the investment and effort to own and operate Franchised Businesses that will own, operate and/or manage Centers that specialize in providing integrated wellness and healthcare services and products (“**Authorized Products and Services**”). Current Authorized Products and Services include sauna, cold plunge, red light therapy, shockwave therapy, medical weight loss, hormone replacement, IV therapy, supplements, aesthetics, platelet-rich plasma, stem cells and similar non-critical proactive wellness and healthcare services, goods, and medications. As a Unit Franchisee you will be granted the right to offer Authorized Products and Services to the general public through licensed medical and healthcare professionals, when appropriate, at a Center authorized by us. You may operate your franchise as a new start-up Center (“**New Center Franchise**”) or you may begin utilizing the PÜR Life® Medical franchise system at an existing wellness or healthcare center (“**Add-On Center Franchise**”).

To operate a franchise, you must enter into a franchise agreement (“**Franchise Agreement**”) with us (attached as **Exhibit B** to this Disclosure Document). You must operate your franchise at a site we accept. You will operate your franchise in complete accordance with the standards and procedures designated by us (“**System**”), and according to our franchise operations manual (“**Manual**”), as it may be changed periodically. Under the Franchise Agreement, unless prohibited by law, you must offer all products and services that we may specify and may not offer any products or services we have not authorized.

Our predecessor PLMC previously appointed Area Representatives who provide development and ongoing franchise support services to the Unit Franchisees within a defined territory. Depending on your area, you may have an existing Area Representative that assists us with your franchise. If your franchise is located in an area where we have an Area Representative, the Area Representative will provide, on our behalf, certain franchise sales and support services to you.

Operating Models

We refer to the DCO Model and MSO Model as the (“**Models**”). Unless otherwise specified, information is applicable to both Models.

If you are a medical professional or if you will open your Center in a state that allows a non-medical professional to own a Center, you will operate through (“**Direct Center Ownership**”) or the (“**DCO Model**”). Otherwise, if your state allows, you may open a non-medical business management firm (“**Management Services Organization**” or “**MSO**”) that delivers management services to Centers (the “**MSO Model**”).

Where required by state law, if you are not a licensed medical or healthcare professional, you must contract with a licensed medical or healthcare professional authorized or designated by us (“**Designated Medical Services Provider**”) who will provide approved medical and healthcare services and products (“**Medical Services**”) at the Center. Due to various federal and state laws regarding the practice of medicine and the operation of medical practices and healthcare businesses that provide medical or healthcare services, you understand and acknowledge that you, if you are an unlicensed franchisee, will not engage in any practice that is, or may appear to be, the practice of medicine. You acknowledge that the Designated Medical Services Provider must provide the Medical Services in accordance with all applicable laws and regulations and in accordance with the terms of our contract with the Designated Medical Services Provider.

As compensation for providing the Designated Medical Services Provider with access to your facilities and staff at your Center, the Designated Medical Services Provider will pay you a service fee (“**Center Access Service Fee**”) at the time the Designated Medical Services Provider provides services to your customers.

A Designated Medical Services Provider is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Medical Services directly to customers, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Designated Medical Services Providers must have an active DEA registration, maintain all licenses in good standing, and pass a background check. No particular specialty is required by us. We must authorize the Designated Medical Services Provider who will directly own and operate the Center under the MSO Model.

Under the DCO Model, we grant you the right to own a single Center that will operate the Franchised Business. Under the MSO Model, we grant you the right to manage a single Center that will operate the Franchised Location.

Certain states prohibit the “corporate practice of medicine,” meaning that a layperson cannot directly own a Center. In such cases, and subject to Applicable Law (as described below), you are still permitted to operate using the MSO Model. For the MSO Model, we grant you the right to own and operate a non-medical business management company that contracts (through a “**Medical Services Agreement**” or “**MSA**”) with the Designated Medical Services Provider to deliver non-medical business management services to the Designated Medical Services Provider’s Center. The non-medical business management services include private-client billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies and services, lease management, and similar services (“**MSO Services**”). You must enter into an MSA acceptable to us prior to the Center opening, with enough time for the Designated Medical Services Provider to complete required Medical Training.

Regardless of the Model under which you will operate, nothing in our System limits your Designated Medical Services Provider’s exercise of their professional or medical judgment; the evaluation of, diagnosis, or protocols delivered to a client; your prognoses offered to customers; the clinical training you offer your employees and staff members; or the relationships with your customers.

Market and Competition

The market for the franchise includes all individuals who desire medical or healthcare services that can be satisfied by our Authorized Products and Services. If you open a Franchised Business, the competition for the Center associated with your Franchised Business will include other businesses or professionals offering similar products and services to individuals. These competitors may include other medical or healthcare clinics, physical therapy specialists, hospitals and other medical facilities and franchises. Your Franchised Business may also face competition from businesses or professionals who operate multi-disciplinary medical and/or health practices, which offer medical and health services to their clients or patients.

Laws and Regulations

You are responsible for operating in full compliance with all laws that apply to your Franchised Business and any Centers that you own and/or manage. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice of medicine, nursing, chiropractic, or other professional services, and the operation and licensing of medical or healthcare professionals or facilities; the relationship of providers and suppliers of health care services, including anti-kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on fee splitting; physician self-referral restrictions (including the federal “Stark Law” and similar state laws); payment systems for medical benefits available to individuals through insurance and government resources (including Medicare and Medicaid); privacy of patient records, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA); use of medical devices; and advertising of medical services. While not all of these laws and regulations will be applicable to all Centers, depending on location and services provided, it is important to be

aware of and compliant with the regulatory framework. You should ensure that all employees that will work with patients in your Franchised Business undergo a background check.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to Centers. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files and displayed as may be required. You must comply with all state and local laws and regulations regarding the management of any Center.

You must also ensure that your relationship with any Designated Medical Services Provider for which you manage Centers complies with all laws and regulations, and that the Designated Medical Services Provider complies with all laws and regulations and secures and maintains in force all required licenses, permits and certificates relating to the operation of a Center. Each state has medical, nursing, physician assistant, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as medical or healthcare providers in the state where the Center is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time.

It is your obligation to consult with a local attorney to determine whether you will be required to work with a Designated Medical Services Provider in order to operate a Franchised Business. You understand that it is your responsibility to operate your Unit Franchise in compliance with the laws and regulations of your state. This may mean that you may have to alter the structure of your franchise and begin working with a Designated Medical Services Provider, if the state you operate in does not allow, or decides to no longer allow, an unlicensed person from owning and/or operating a Center. In addition, you acknowledge that the initial training program provided by us and outlined in Item 11 of this Franchise Disclosure Document and other training we offer is not intended to and will not provide medical training to a Medical Professional or continuing education requirements that your state may impose on Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Medical Services and other services to customers. You alone are required to enforce this requirement under the terms of the Franchise Agreement.

Some states may permit an unlicensed person to own and operate a Center but require you to first obtain a license or permit. You understand that it is your responsibility to obtain all necessary licenses or permits to operate your Unit Franchise.

In addition, you must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, HIPAA, EEOC, OSHA, discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You agree to execute all documents, including documents with us, our agents, affiliates, etc., or others, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business.

ITEM 2 BUSINESS EXPERIENCE

Nicholas J. Cavarra – Director, President

Mr. Cavarra has served as a Director and our President and CEO since our incorporation in December 2023. Since July 2021, he has also served as President of our affiliate, Panacea. From July 2018 to July 2021, Mr. Cavarra served as Vice President of Sales and Marketing of Panacea.

Leslie Buttorff – Director

Ms. Buttorff has served as a Director since our incorporation in December 2023. Since November 2017, she has also served as Chief Executive Officer of our affiliate, Panacea.

Larry I. Good, M.D., F.A.C.G – Chief Medical Officer

Dr. Good has served as our Chief Medical Officer since January 2024. Since 1978, he has also served as President of Larry I. Good, MD, PC in Lynbrook, New York and has been practicing gastroenterology and internal medicine since 1978. He also is the founder and Chief Executive Officer of Good Pharmaceutical Development Co., a CBD products research and development company, in Lynbrook, New York which he founded in 2015.

Michael Nersesian – Chief Operating Officer

Mr. Nersesian has served as our Chief Operating Officer since January 2024. From July 2015 to July 2021, Mr. Nersesian served as the General Manager of Equinox Holdings, Inc., a luxury fitness company, in New York, New York.

Juan Ernesto Souffrain – Chief Business Officer and Area Representative – North New Jersey and Northeast Pennsylvania

Mr. Souffrain has served as our Chief Business Officer since January 2024. He has also served as an Area Representative for Northeast Pennsylvania and North New Jersey for our predecessors and us September 2022. Since November 2022, Mr. Souffrain has also served as Manager of Elohim Consulting, LLC, a business coaching, operations and sales training firm in Texas. From December 2014 to September 2022, he served as Manager of Neat Wiring, Inc. a communications consulting company, in New York, New York.

Jeffrey Fox – Area Representative – Utah

Mr. Fox has served as an Area Representative for Utah for our predecessors and us since January 2019. From June 2014 to May 2022, he was Director of Academic Product Development of Brigham Young University in Provo, Utah.

Erin Kovacevic – Area Representative – Indiana, Michigan and Ohio

Ms. Kovacevic has served as an Area Representative for Indiana, Michigan and Ohio for our predecessors and us since July 2022. She has also served as Senior Director RCM of Experity Health in Indianapolis, Indiana since February 2020. From May 2018 to February 2020, she served as Regional Manager of Billing Tree in Indianapolis, Indiana.

Jeffrey Mitchell – Area Representative – Kansas and Missouri

Mr. Mitchell has served as an Area Representative for Kansas and Missouri for our predecessors and us since September 2022. He has also served as Chief Executive Officer of MitSix, LLC, a recruiting, staffing and consulting firm, in Corsicana, Texas since August 2016.

Warren Enszer – Area Representative – Austin and San Antonio Texas

Mr. Enszer has served as an Area Representative for Austin and San Antonio Texas for our predecessors and us since July 2022. He has also served as IT Business Leader of CFAN in San Marcos, Texas since November 2023. From June 2022 to August 2023 he served as Senior Cybersecurity Engineer of Northwestern Mutual in Austin, Texas. He served as Senior Cloud Engineer at American Family Insurance from July 2020 to June 2022 in Austin, Texas. From April 2016 to July 2020, he served as Senior Database Specialist for American Family Insurance in Madison, Wisconsin.

Lori Swan – Area Representative – Georgia and North FL

Ms. Swan has served as an Area Representative for Georgia and North Florida for our predecessors and us since June 2023. Since June 2020 she has served as the Senior Director of Qualis in Dundas, Illinois. From October 2021 to March 2022 she served as the Adobe Analytics Developer for Tanisha Systems and Kaiser Permanente in Iselin, NJ. Ms. Swan also served as the Digital Analytics Implementation Manager at Pitney Bowes in Stamford, Connecticut.

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

Single Unit Franchises

You must pay us an initial fee (“**Initial Franchise Fee**”) of \$54,900 upon signing your Franchise Agreement for each New Center Franchise or Add-On Center Franchise you purchase. The Initial Franchise Fee is deemed fully earned on the date you sign the Franchise Agreement and is non-refundable for any reason.

Multi-Unit Developers

At our discretion, we may offer, to qualified candidates, a multiple unit development agreement (“**Multi-Unit Development Agreement**”), attached to this Franchise Disclosure Document as **Exhibit C**, pursuant to which the Multi-Unit Developer obtains the right to develop and operate a prescribed number of Franchised Businesses. When you sign a Multi-Unit Development Agreement for the development of more than one Franchised Business, we will grant you the right to open and operate a mutually agreed upon number

of Franchised Businesses in a specified Development Area in accordance with a specified Development Schedule.

You must develop a minimum of two Centers to be a Multi-Unit Developer. You will not pay a separate Initial Franchise Fee for any of the Franchised Businesses you open under a Multi-Unit Development Agreement. Instead, you will pay a multi-unit development fee (“**Multi-Unit Development Fee**”) based upon the total number of Franchised Units you commit to develop. The Multi-Unit Development Fee is based upon the chart below and must be paid at the time you sign the Multi-Unit Development Agreement. The Multi-Unit Development Fee is deemed fully earned when you sign the Multi-Unit Development Agreement and is non-refundable for any reason, even if you fail to open any Franchised Businesses.

Number Of Centers	Development Fee Per Center	Multi-Unit Development Fee
1	\$54,900.00	\$54,900.00
2	\$44,900.00	\$89,800.00
3	\$40,900.00	\$122,700.00
4	\$36,900.00	\$147,600.00
5	\$32,900.00	\$164,500.00
6	\$28,900.00	\$173,400.00

*If you desire to develop more than six Franchised Business, we will add an additional \$24,900 for each additional Franchised Business to the total Multi-Unit Development Fee.

The Multi-Unit Development Fee may not be uniform for all franchisees due to the variable nature of negotiations, including but not limited to the size of the Development Area to be developed, the number of Franchised Businesses to be developed, demographic data and trends and other variable conditions, and we reserve the right to charge different Multi-Unit Development Fees at our discretion. As of the date of this Franchise Disclosure Document, we had not negotiated any Multi-Unit Development Agreements and therefore have not collected any Multi-Unit Development Fees or Development Franchise Fees.

You will also be required to sign a Unit Franchise Agreement for each Franchised Business you commit to developing. You will sign the first Unit Franchise Agreement at the time you sign the Multi-Unit Development Agreement. You will be required to sign each subsequent Unit Franchise Agreement by the date set forth in the Development Schedule. As noted above, you will not be required to pay a separate Initial Franchise Fee at the time you sign each Unit Franchise Agreement.

**ITEM 6
OTHER FEES**

Fee	Amount	Due Date	Notes
Royalty Fee (Note 3)	6% of Gross Revenues	Monthly, payable on the 7th of each month.	You must pay the greater of 6% of your Gross Revenue or the Minimum Royalty directly to us by electronic funds transfer. Gross Revenue and Minimum Royalty are defined in Note 3 below. Your Royalty Fee will commence upon the opening of your Franchised Business. We

Fee	Amount	Due Date	Notes
			may require you to pay your Royalty Fee and other recurring amounts through electronic funds transfer (EFT) or (ACH).
Brand Fund Fee	2% of Gross Revenues.	Monthly, payable on the 7th of each month.	Your Brand Fee will commence upon the opening of your Franchised Business. We may require you to pay your Royalty Fee and other recurring amounts through electronic funds transfer (EFT) or (ACH).
Minimum Local Advertising Requirement	\$3,500 Monthly.	Monthly, as incurred.	You will pay this amount directly to third parties, subject to our approval. If you do not meet the minimum AD spending requirements, you may be required to pay this amount to us. This represents the minimum expenditure required for local marketing, which includes \$3000 monthly for digital ad spend and \$500 monthly for local events, grassroots marketing efforts, and/or other marketing activities. This amount does not include any associated third-party marketing management fees.
Virtual Medical Director Service Fee	\$2500 - \$3500	Monthly.	Monthly fee for a Medical Director and a full-time Telemedicine NP paid directly to our approved vendor.
Technology Fee (Note 4)	\$189 Monthly.	Monthly.	Payable to cover the monthly cost of access to Google Workspace (Gmail, Google Drive, Calendars, etc for up to ten users) High Level Hub (CRM), ProfitKeepers Financial Management Software and other automation software for your franchise.
POS and EMR System (Note 4)	\$450 Monthly.	Monthly and to commence 30 days prior to grand opening.	Payable to cover the monthly cost of your POS, EMR, and Mobile App (if applicable) for your franchise business. Payment must commence 30 days prior to soft launch.
Additional In Person Sales, Experience or Operations Training Fee	\$950 per person, per day.	Prior to training.	Prior to trainers being sent and/or providing training.

Fee	Amount	Due Date	Notes
Additional In Person Medical Support Training Fee	\$1250 per person, per day.	Prior to training.	Prior to trainers being sent and/or providing training.
Default Interest	Currently, eighteen percent (18%) per annum compounded monthly.	From the date payments are due and continues until outstanding balance and accrued interest are paid in full.	Charged on any late payments of Royalty Fees, contributions to the Company's advertising fund, amounts due for product purchases, or any other amounts due our affiliates or us.
Audit Expenses	Cost of audit and inspection, plus any reasonable accounting and legal expenses, plus 1.5% interest per month.	Within ten days after receipt of the audit report.	Payable if you fail to timely input financial data in the or fail to submit required reports.
Non-Compliance Fee	Up to \$500 per week per violation	Upon demand.	We may charge you our then-current non-compliance fee for each violation until it is cured.
Credit Card Processing Fees	Vary based on volume and usage.	Monthly and as incurred.	Payable to the vendor for credit card processing.
Insurance Reimbursement	Amount of unpaid premiums and related costs, administrative fees and late charges	Upon demand.	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so). Otherwise, these payments are made directly to your third-party insurance provider.
Successor Franchise Fee	\$10,000	Payable prior to us approving your renewal request.	There are other conditions that you must satisfy in order for us to grant your request to renew your franchise.
Remodeling, expansion, redecorating or refurbishing costs	At least \$10,000 every 4 years	As incurred.	Payable directly to vendors when you remodel, expand, redecorate or refurbish your Unit Franchise.
Transfer Fee (Note 5)	\$10,000	When the transferee signs the then-current Franchise Agreement.	Applies to any transfer of the Franchise Agreement, the franchise, or a controlling interest in the franchise.
Relocation Fee (Note 6)	An amount set by us, currently \$2,500.	Before relocation is completed.	Applies to any relocation of the Unit Franchise in the same market and as approved by us.
Legal Costs and Attorney's Fees	All legal costs and attorneys' fees incurred by us.	As incurred.	Payable if we must enforce the Franchise Agreement, or defend our actions related to, or against

Fee	Amount	Due Date	Notes
			your breach of, the Franchise Agreement.
Indemnification	All amounts (including attorneys' fees) incurred by us or otherwise required to be paid.	As incurred.	Payable to indemnify us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors, and assigns against all claims, liabilities, costs, and expenses related to your ownership and operation of your franchise.
De-Identification	All amounts incurred by us.	As incurred.	Payable if we de-identify the franchise upon its termination, relocation, or expiration.
Late Reporting Fee	We currently reserve the right to charge you \$250 per delinquent report	As incurred and invoiced.	In the event you fail to send us any required reports on time, we may charge you this fee in addition to any other remedies we might have.
Non-Sufficient Fund (NSF) or Dishonored Check Charge	\$100	Upon demand.	Payable if a check you provide is returned or dishonored by the bank, or if your EFT account lacks sufficient funds to cover amounts owed under the Franchise Agreement as they become due. This provision is subject to any state-specific laws regarding NSF-related fees.
Violation in Connection with Mystery Shopper, NPS Program, and/or other Quality Control, Quality Assurance or Facility Review Program.	The fee set by our Approved Supplier for these program services will apply. At present, we reserve the right to seek reimbursement of \$150 to \$200 if you do not pass a "mystery shop" inspection.	As incurred	If we implement a mystery shopper or "secret shopper" program to evaluate customer satisfaction at your Franchised Business through surveys, on-site visits, and our Net Promoter Score (NPS) program, you will be responsible for the costs incurred by third parties for these evaluations if deficiencies are found. This program will also assess whether the products and services you offer meet our current quality standards, including achieving a minimum NPS that we may set as a baseline from time to time. Our right to charge a fee for any deficiencies identified through this quality control program is in addition to

Fee	Amount	Due Date	Notes
			any other rights or remedies available to us under the Franchise Agreement.
Annual Forum Registration Fee	The registration fee for any annual conference we choose to conduct will be our then-current rate. At present, we anticipate this fee to be between \$1,000 and \$2,000.	As invoiced.	We may organize an annual conference at our sole discretion and require your attendance. If you do not attend, we reserve the right to charge you a non-attendance fee equivalent to the current registration fee. You will be responsible for any costs and expenses incurred for attending the conference, including lodging, travel, and meals. We also reserve the right to charge you our current registration fee.
New Product or Supplier Testing	The actual costs we incur in connection with the evaluation/testing procedure, not to exceed \$1,000 per request.	As incurred.	Us

Notes:

(1) Except for some product and service purchases and advertising cooperative payments, all fees are uniform, and are imposed by, collected by, and payable to us. We have in the past, and may in the future, waive or defer some of the fees set forth in the table. However, we will not do so unless we determine in our sole and absolute discretion that it is in the best interest of the franchise system as a whole. All fees are non-refundable.

(2) You must pay all amounts due to us by electronic fund transfer. All fees and other amounts due to us shall be paid through a designated bank account. You must allow us to debit your account through the Automated Clearing House (“ACH”) system or Electronic Funds Transfer (“EFT”). The ACH/EFT form you are required to fill out is attached. You must make funds available for withdrawal from your account before each due date. If you do not accurately report your Unit Franchise’s gross revenues, we may debit your account for one hundred twenty percent (120%) of the Royalty Fee and Brand Fund Fee amounts that we debited during the previous day. If the Royalty Fee and Brand Fund Fee amounts we debit are less than the Royalty Fee and Brand Fund Fee amounts you actually owe us (once we determine the franchise’s actual gross revenues for the day), we will debit your account for the balance on the day we specify. If the Royalty Fee and Brand Fund Fee amount we debit is greater than the Royalty Fee and Brand Fee amount you actually owe us, we will credit the excess amount, without interest, against the amount we otherwise would debit from your account during the following day.

(3) “**Gross Revenues**” means the total of all revenue and receipts derived from the operation of the Franchised Business (whether operated through a DCO Model or an MSO Model), including all amounts received at or away from the Center, or through the business the Center conducts (such as fees for wellness, medical and/or healthcare services, fees for the sale of any service, product or package, gift certificate sales, any initial and renewal membership fees, all other charges, and proceeds of any business interruption insurance policies, and revenue derived from product sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and actually paid to the appropriate taxing authority, and all documented customer refunds and credits. For Franchisees that operate

under the MSO Model and any of its centers under a Management Agreement, “gross revenues” includes all revenues and receipts of the Franchised Business and/or the Designated Medical Services Provider and any of its centers, even if those revenues are not recognized on the books of the Franchisee. Under the DCO Model, you will collect all Center Gross Revenue. Under the MSO Model, the Designated Medical Services Provider will collect all Center Gross Revenue. The percentage Royalty is based solely on the amount of the Gross Revenue of the Center for both models. If you operate the MSO Model, your Royalty is not based on the revenue you derive from the delivery of MSO Services to the Center.

Royalties. You are required to pay us a continuing Royalty. The continuing Royalty shall be a monthly fee that is the greater of either: (a) 6% of the monthly Center Gross Revenue, or (b) the then-applicable minimum royalty (“Minimum Royalty”). The Minimum Royalty is (a) \$1,500 per month over the first six (6) calendar months following the earlier of actual opening or required opening date of the Franchised Business, and (b) \$3,000 per month in each subsequent calendar month comprising the term of this Agreement. Alternatively, if stipulated by applicable law, the continuing Royalty may be (c) the Alternative Recurring Fee.

Alternative Recurring Fee in Lieu of Royalty Fee Collection. All Royalties collected must comply with federal, state, and/or local government laws, rules or regulations. If, and only if, the Legal Opinion Letter (if applicable) prepared by your legal counsel determines that the you are not permitted to remit the Royalty Fee as set forth in the Franchise Agreement without violating certain state or other laws and regulations applicable to the location of the Franchised Business, and such determination is accepted by our legal counsel, then the parties agree and acknowledge that you will remit the following recurring amount to us in lieu of the Royalty Fee obligation:

ALTERNATIVE RECURRING FEE AMOUNT

Calendar Month (Full or Partial) of Operation Following Earlier of Opening Date or Required Opening Deadline	Monthly Alternate Recurring Amount Due in that Calendar Month of Operation
Months 0-6	\$1,500 per month
Months 7-12	\$3,000 per month
Months 13-24	\$5,000 per month
Months 25-36	\$8,000 per month
Months 37+	\$10,000 per month

(4) The monthly fee for our POS and EMR System is currently \$430. We reserve the right to adjust this fee with thirty days’ prior written notice. The monthly Technology Fee for access to electronic mail, Google drive, high level hub (CRM), webpage hosting, webpage widgets, landing pages, profit keepers and automation software for your franchise, is currently \$189. We reserve the right to adjust this fee with thirty days’ prior written notice.

(5) You must reimburse us for expenses incurred by us in investigating and processing any proposed transfer to a new owner where the transfer is not finalized for any reason, and you will be responsible for all expenses we incur including but not limited to attorneys’ fees we incur, up to a total of \$5,000. If you are in default of your Franchise Agreement, or any other agreement with us, we may deny you the right to transfer the Unit Franchise and/or in addition to the Transfer Fee, should we permit the transfer, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default(s), provided that the default(s) is/are curable. For transfers of an ownership interest of less than five percent (5%) or transfers of any ownership

interest to a spouse, child, sibling, or parent, or a trust or similar entity, which do not result in creation of a controlling ownership stake, you must pay an administrative fee of \$2,500.

(6) Any proposed or requested Center relocation site needs to be approved by us in the same manner as the approval of your initial site and must be within the same trading areas as the previous Center location, as determined by us in our sole and absolute discretion. The relocation fee is due to us within seven calendar days after you receive written site approval from us or you will not be permitted to complete the proposed relocation of the Center.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

Your Estimated Initial Investment

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$54,900	\$54,900	Lump sum	When you sign the Franchise Agreement	Us
Security Deposits (Note 2)	\$7,500	\$15,000	As arranged	Before opening	Landlord and /or utility companies
Lease Expenses (3 months) (Note 3)	\$22,500	\$28,500	As arranged	As agreed	Landlord
Development Services Fee (Note 4)	\$23,000	\$23,000	Lump sum	No more than 30 days after you sign the Franchise Agreement	Approved Vendors
Leasehold Improvements (Note 5)	\$123,700	\$389,700	As arranged	As agreed	Landlord or construction contractors
Signage (Note 5)	\$18,500	\$18,500	As arranged	As agreed	Approved Vendors
Office Equipment, including furniture and fixtures (Note 6)	\$20,000	\$40,000	As arranged	As agreed	Vendors
Medical Devices and Equipment (Note 7)	\$202,700	\$225,000	As arranged	As agreed	Approved Vendors
Startup Supplies and Inventory (Note 8)	\$10,000	\$20,000	As arranged	As agreed	Vendors
Website	\$1,500	\$2,250	As arranged	Paid no later than 120 days prior to the commencement of operations, covering the costs associated	Approved Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
				with establishing a landing page for your Center on our website and integrating your Center into our System.	
Travel and Accommodation Expense (Note 9)	\$2,500	\$9,600	As arranged	As incurred	Third Parties
Third-Party Medical Training Required During Initial Training Program (Note 10)	\$5,249	\$5,249	Lump sum	Before you begin our initial training program.	Our designated third-party training companies
Grand Opening Training and Support Fee (Note 11)	\$3,500	\$3,500	Lump sum	Before trainers are dispatched to your Center and/or onsite training is provided to you	Us or our designated trainers and or third parties
Music System (Note 12)	\$1,500	\$12,500	As arranged	Before opening	Vendors
Business Licenses and Permits (Note 13)	\$750	\$1,800	As required	Before opening	Governmental agencies
Architectural Professional Fees (Note 14)	\$15,000	\$25,000	As arranged	Before opening	Third-Party Professionals, including your legal counsel, who may be required to prepare a Legal Opinion Letter upon our request
Bookkeeping Services (Note 15)	\$150	\$500	As arranged	As incurred	Vendors
Insurance Deposits and Premiums (3 months) (Note 16)	\$6000	\$15,000	As arranged	As incurred	Insurance companies
Compute System, including set up fees (17)	\$6,000	\$12,000	As arranged	Before opening	Vendors
Initial Marketing costs (3 months) (18)	\$40,000	\$40,000	As arranged	Before opening	Vendors
Additional Funds (3 months) (18)	\$85,000	\$153,000	As agreed	As incurred	Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT (19)	\$649,949	\$1,094,999			

Notes

None of the fees or costs listed in the table above and paid to us are refundable.

- (1) The low end is the Initial Franchise Fee If you purchase more than one franchise. The high end is the Initial Franchise Fee for one franchise.
- (2) This estimate includes security deposits commonly required by a landlord and utility companies. If you are an existing practice, you may not have any additional security deposits.
- (3) Your actual lease payments may vary, depending upon your location, its size, and your market’s retail lease rates and negotiated terms. We recommend leasing a space between 1,800 and 2,500 square feet, with access to bathrooms and provisions for telecommunication equipment and office furniture. If you purchase instead of leasing the Premises for your franchise, then the purchase price, down payment, interest rates, and other financing terms will determine the amount of your monthly mortgage payments.
- (4) Real Estate Management Services encompass comprehensive support, including Site Selection, Lease Negotiation, Tenant Improvement Negotiation, Design & Construction Management Services, Budget Management, Development Checklist oversight, and Weekly Call Management. These services ensure a seamless process from lease execution through Certificate of Occupancy (CO), facilitating efficient and effective setup of your franchise location.
- (5) This estimate does not include any estimates for construction or tenant improvement allowances or enhanced delivery conditions that may be offered by your landlord or presume a specific delivery condition. Building and construction costs will vary depending upon the condition of the Premises for the franchise, the size of the Premises, and local construction costs.
- (6) These estimates assume you will purchase your signage. The type and size of the signage you actually install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions.
- (7) You will need to purchase office furniture for the operation of your franchise, including workstations and chairs, file cabinets, shelving, and an initial inventory of forms, stationary and other items.
- (8) You will be required to purchase certain medical equipment for your franchise, including microcurrent equipment, acoustic wave equipment (PUR Wave), PUR Light and PUR Scan equipment, and Weight Release equipment. These costs may vary depending on whether you decide to lease or purchase the equipment.
- (9) The current range for investment on medical supplies and inventory is between \$10,000 to \$20,000 initially. Of this amount, \$2,500 is designated for wholesale supplement inventory to complement service modalities. Additionally, there is an ongoing minimum monthly expenditure of \$2,500 on wholesale supplements for retail sale at the center. Please note these amounts are subject to change.

Inventory required for your Center will include Supplements, DNA kits, weight loss, IVs nutrients, and nutraceuticals.

- (10) Your estimated expenses for initial training will be \$2,500 to \$9,600. This estimate covers the costs and expenses for either you or your General Manager and up to one other person (including, if applicable, your initial Designated Medical Services Provider or Wellness Technician) to attend and complete the required portions of our Initial Training Program and Medical Training. You are required to pay your transportation to and from our training site and pay for your living arrangements and food during the time of training. We estimate costs of \$250 per day per person for lodging, food and other miscellaneous expenses, plus travel expenses to and from your personal residence. You are solely responsible for these additional costs and expenses, which may exceed the estimated range.
- (11) Prior to opening your Center, each Designated Medical Services Provider and General Manager must complete our comprehensive medical training. The Medical Training Fees are as follows: \$3,050 one-time fee to Evexias, \$700 annually to Curamedix, and an additional \$2,500 one-time fee to My Injection Training. This training covers a range of clinical and administrative services, including the administration of orthopedic PRP, stem cell treatments, and BHRT. It also includes ongoing mentorship, refresher courses, access to a library of content and modules, case reviews, and key opinion leader calls at no additional cost to you or the Designated Medical Services Provider. These fees are subject to change at the discretion of our approved vendors, but have been negotiated on behalf of you. These fees do not cover travel, lodging, food, or employee pay. Depending on the experience of the individuals, more or less training may be required. Under the DCO Model, you will pay these fees. Under the MSO Model, these fees will be paid by and through the Designated Medical Services Provider. The MSO Model Franchisee may offer a loan to the Center to cover these amounts.

Medical Training Fees		
Approved Vendor	Fees	Notes
Evexias	\$3,050.00	Training for the medical provider and General Manager will be conducted at the Evexias HQ in Dallas, TX, or another designated location. A single payment grants you unlimited access to attend the training sessions, including any future refresher courses at no additional cost. There is an opportunity to engage in Evexias’s full rebate program based on patient engagement within the first 100 days of opening. Please note that this payment does not cover travel, hotel, food, or other related expenses.
Curamedix	\$700	Training for General Manager and Wellness Technician at the designated location for the yearly conference, does not cover travel, hotel, food and other travel expenses.

My Injection Training	\$1,500	Training for one Designated Medical Services Provider and General Manager will be conducted in Clearwater, FL, Denver, CO, Chatham, NJ, and/or another designated training location. This comprehensive training equips providers with the necessary skills to administer all injection services and modalities, including orthopedic PRP, stem cell treatments, and BHRT refreshers. A single payment grants unlimited access to the training session, refreshers and modules, including case review calls and key opinion leader calls at no additional cost. Additionally, this training includes ongoing mentorship and support, ensuring our providers remain at the forefront of medical advancements through a continuous relationship with the vendor. Please note that this payment does not cover travel, hotel, food, or other related expenses.
Total		\$5,250.00

- (1) We provide training at our training centers in either Denver, CO, Chatham, NJ, virtually, and/or other designated locations. Initial training for up to three people is included at no additional charge, available either at a designated corporate location or virtually. The Grand Opening Training & Support Fee is \$3,500, which covers three days of on-site support from our medical support specialist and franchise success manager and must be conducted within three days of the soft launch. This training also includes six medical experience modules and eight virtual sales and experience modules with both our medical support specialist and franchise success manager, respectively. Travel, lodging, food, and employee pay are not included in these fees. If additional training is required beyond the initial three days, or if more individuals need training, an additional fee will be assessed. We may also determine that further training is necessary at our discretion, which would be at your expense. However, ongoing refresher training and education will be provided at no additional cost.
- (2) The low end assumes that you already have a music system in your Add-On Center, or intend to use a personal device at your Center for music.
- (3) You may be required to obtain business licenses from the local government agency to operate your Franchised Business and/or enter into a Management Agreement with a professional corporation in those states that require a professional corporation to own the medical or healthcare practice. We have estimated these costs will be between \$750 and \$1,800 just for business licenses depending upon the jurisdiction. Management agreements and affiliations with professional corporations and any associated legal and/or accounting or set-up fees are variable depending upon state laws and regulations and the negotiated arrangement with the professional corporation.
- (4) We strongly recommend, and may require, that you consult with an attorney or other business advisor before entering into any Franchise Agreement with us. This consultation will help determine the laws, regulations, and restrictions that may impact the operation of a new franchised Center in your desired location. We may also require you to engage specialized legal counsel to provide us with a written legal opinion (“**Legal Opinion Letter**”) confirming that your planned business structure and operations will not violate any industry-specific laws regarding the corporate practice of medicine, fee-sharing, or similar statutes. We may condition your right to open or attend certain training sessions on the provision of this Legal Opinion Letter. Even if we do not initially require the Legal Opinion Letter, we reserve the right to request it at any time in the future. You will also likely incur accounting fees and other professional fees in order to incorporate your business, set up a professional corporation and/or to form a relationship with a professional corporation using a Management Services Agreement, review agreements relating to the operation of the franchise, to perform background checks and personality profiles of potential employees and medical professionals, and to

perform all necessary tax filings and to set up a small business or a professional corporation, including a general ledger, tax reports, payroll deposits, etc.

- (5) You are required to use an approved bookkeeping service. This service will assist with setting up your books, preparing revenue statements, bank reconciliation, and calculating Royalties and other fees owed to us. The fee ranges from \$150 to \$500 per month, depending on the level of service required, including additional services such as data input. Your costs will vary based on the size of your Center or MSO, the extent of bookkeeping you handle yourself, and other factors. The approved vendor may increase their fees at any time, which is beyond our control and cannot be predicted here.
- (6) We estimate that your annual cost of insurance will range from \$6,000 to \$15,000. You must purchase all insurance necessary to operate your franchise, including but not limited to, professional liability insurance for all medical and healthcare providers who work in or supervise each Center, as outlined in our Manual. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies you purchase must name us and any affiliate we designate as additional insureds and provide for 30 days' prior written notice to us of a policy's material modification or cancellation. If you fail to obtain or maintain the insurance we specify, we may (but need not) obtain the insurance for you and the franchise on your behalf. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories. Our insurance requirements are set forth in Item 8, and may be updated from time to time by way of updates to our Manual or other written communications.
- (7) We estimate that you will incur between \$6,000 and \$12,000 for the computer system necessary to operate your Center, which includes computer hardware and software, and the cost of maintaining internet at your site. Our specifications for the computer hardware contained in our Manual.
- (8) We require that you spend \$40,000 in a grand opening marketing program specified by us during the period beginning 90 days before your projected opening date and concluding after your Center has been open for 30 days. The details regarding this grand opening marketing program can be found in the Manual and will be discussed in detail at your initial training session.
- (9) The estimated additional funds are based on operating the business as an owner-operator and do not include provisions for an owner's draw or labor charges. The range of \$85,000 to \$153,000 is projected over a minimum period of 3 months. Typically, additional capital will be necessary until your Center reaches a point of monthly operational break-even, accounting for sales and ongoing expenses. These figures vary based on individual circumstances and performance. Our estimates are informed by industry standards and knowledge.

We have relied on our industry knowledge in compiling these estimates. You should review these figures carefully with a business advisor, lawyer and/or accountant and financial advisor before making any decision to purchase this franchise opportunity. You may be required to obtain business licenses from the local government agency to operate your Franchised Business and/or enter into a Management Agreement with a PC in those states that require a PC to own the medical or healthcare practice.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

You must purchase certain products, supplies, insurance, inventory, signage, fixtures, furniture, equipment, décor software and other specified items under specifications and standards that we periodically establish in our Manual or other notices we periodically send to you. These specifications are established to provide standards for performance, durability, design and appearance and support the System. You must purchase such products, supplies, insurance, etc. required for the operation of your Franchised Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by us as set forth in the Manual. You are not allowed to purchase any item from an unapproved supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of the supplier, financial condition, terms and other requirements consistent with other supplier relationships. We maintain written lists of approved items of equipment, fixtures, inventory, and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such suppliers and approved vendors will be listed in the Manual, which must always be followed, even as modified and updated by us periodically. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services.

We may become a supplier of other required goods and services in the future. One of our affiliates is an approved supplier of CBD products and related supplements. Some of our officers and directors own an interest in that supplier. We may become the required supplier for digital marketing and advertising services in the future. If we do, you will be required to discontinue using other suppliers for these services. You must comply with our requirements to purchase or lease real estate, goods, and services according to our specifications and/or from approved suppliers to be eligible to renew your franchise. Failure to comply with these requirements will render you ineligible for renewal and may be a default allowing us to terminate your franchise.

Approval of Alternative Suppliers

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

Revenue from Franchisee Purchases

We just began offering franchises in 2024 and we have received no revenue from the sale of required products and services to franchisees. The cost of purchasing required products and services to our specifications will represent approximately 35% to 60% of your total purchases in establishing your franchise and approximately 25% of your total purchases during the operation of your franchise.

We may receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. If we enter agreements with any such suppliers, we anticipate that any

revenue or other consideration received will include certain promotional allowances, rebates, volume discounts, and other payments, that may range from 0-10% of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts on standard pricing, and that it may facilitate our ability to pass along a portion of the savings to you.

Negotiated Prices, Cooperatives and Material Benefits

We negotiate price terms and other purchase arrangements with suppliers for you for some items that we require you to lease or purchase in developing and operating your franchise. There currently are no purchasing and distribution cooperatives. We do not provide any material benefits to you if you buy from sources we approve of.

Advertising Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationery unless we have prepared or approved them prior to their proposed use. You must purchase certain advertising and promotional materials, brochures, fliers, forms, business cards and letterhead from approved vendors only. Further, you must not engage in any advertising of your Franchised Business unless we have previously approved the medium, content and method.

Records

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

Computer-Related Equipment and Software

You must purchase for each franchise a computer system and operating software that we specify from time to time. You will be required to always have access to a broadband Internet connection. You are also required to utilize our POS & EMR Software and CRM system. We may increase the cost of the technology fee for any provided software, but we will notify you in writing at least 30 days beforehand. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your franchise.

ITEM 9

FRANCHISEE’S OBLIGATIONS

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

Obligations	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2.5 and 3.1	Items 7 and 11
b. Pre-opening purchases/leases	Sections 3.1, 3.2, 3.3, 3.4 and 3.5	Item 7

Obligations	Section in Franchise Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	Sections 2.5 and 3	Items 7 and 11
d. Initial and ongoing training	Sections 4 and 5.1	Item 11
e. Opening	Sections 3.1, 3.3 and 3.6; Exhibit 1 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2.5, 6, 7, 11.1.2, 12.1, 12.2, 13.2, 14.2, 14.5, and 16.8	Items 5, 6, 7, 8 and 11
g. Compliance with standards and policies/operating manual	Sections 3, 5 and 11	Items 8, 11, and 12
h. Trademarks and proprietary information	Sections 8 and 10	Items 13 and 14
i. Restrictions on products/services offered	Section 11	Item 16
j. Warranty and customer service requirements	Sections 11	None
k. Territorial development and sales quotas	Sections 2.4 and 3	Item 12
l. On-going product/service purchases	Section 3.4, 3.5, 5.1, 11.2, 11.3, 11.8, 11.9 and 12	Items 7, 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 11.1 and 11.5	Items 7, 8 and 11
n. Insurance	Section 11.8	Items 6, 7 and 8
o. Advertising	Sections 7 and 12	Items 6, 7, and 11
p. Indemnification	Section 9.3	Items 6 and 13
q. Owner's participation/ management and staffing	Sections 4.1 and 11.7	Items 11 and 15
r. Records/reports	Sections 12 and 13	Item 6
s. Inspections/audits	Section 13	Item 6
t. Transfer	Section 14	Items 6 and 17

Obligations		Section in Franchise Agreement	Disclosure Document Item
u.	Renewal	Section 2.5	Items 6 and 17
v.	Post-termination obligations	Section 16	Item 17
w.	Non-competition covenants	Section 10.3	Item 17
x.	Dispute resolution	Section 17.9, 17.10, 17.11, 17.12 and 17.13	Item 17
y.	Owners/ Shareholders/ Spousal Guarantee	Section 2.6; Exhibit 2 of Franchise Agreement	Item 15
z.	Other	None	None

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Before you open your Franchised Business, we or our designee will:

1. Review and accept or reject the proposed site for your franchise (“**Premises**”). Unless we agree otherwise, you must locate and select a proposed site for the Premises that is acceptable to us as suitable for the operation of a Center. We do not typically own the Premises from which our franchisees operate their Franchised Businesses. Your proposed site must be submitted in accordance with our policies and procedures and must be reviewed and accepted by us. Factors that we consider in accepting sites include the location of the site to existing franchises, population density, and other businesses in the area. Acceptance or rejection of a proposed site shall be at our sole and absolute discretion and shall not constitute, nor be deemed, a judgment as to the likelihood of success of a Center at such location, or a judgment as to the relative desirability of such location in comparison to other locations. We will accept or reject any proposed site within 14 calendar days of receipt of a completed site submission package, as same may be defined and modified by us from time to time in our sole and absolute discretion. Your failure to submit a completed site submission package and request and secure our acceptance of a proposed site in a timely manner shall not be reason for extending the date for opening set forth in your Franchise Agreement. If you fail to select a site that we accept, we may terminate your Franchise Agreement. (Franchise Agreement – Sections 3.1).

2. You must obtain lawful possession of the Premises by executing a lease for the Premises (“**Lease**”) after our acceptance of the Premises associated with the site submittal package and accepted site.

The Lease for the Premises must include the form of Addendum to Lease, attached as **Exhibit 3** to the Franchise Agreement. Before executing a lease, you must submit it to us for our approval. We will approve or disapprove the lease for your Premises within 15 calendar days of receipt of your request for approval. (Franchise Agreement – Sections 3.1)

3. Identify the products, materials, supplies, and services you must use to develop and operate your franchise, the minimum standards and specifications that you must satisfy in developing and operating the franchise, and the designated and approved suppliers from whom you must or may buy or lease these items (which might be limited to or include us and/or our affiliates). (Franchise Agreement – Section 3.1.)

4. Grant you access to our primary operations manual for franchises along with other materials which contain our mandatory and suggested specifications, standards and procedures (collectively, “**System Standards**”) for operating your franchise (collectively, “**Manual**”). (Franchise Agreement – Sections 5.1-5.2). **Exhibit C** to this Disclosure Document contains the Table of Contents for our Manual, which consists of approximately 125 pages. Our Manual contains our System Standards and information about your other obligations under the Franchise Agreement. This Manual and other digital training systems/programs are located in our current asset management software.

We have the right to modify the contents of the Manual periodically to reflect changes in System Standards or send out other electronic communications to you about changes or updates to the System, the Manual, and our policies and procedures. You are required to be in compliance with the most current version of our Manual, as well as our most current policies and procedures. The Manual is confidential, and you may not copy, duplicate, record or otherwise reproduce any part of it. You may ask to view our Manual at our corporate headquarters before purchasing your franchise but must first sign a nondisclosure agreement (**Exhibit F** of this Disclosure Document) promising not to reveal any of the information contained in the Manual without our permission.

5. Provide you with specifications for the computer system for your franchise (Franchise Agreement – Section 3.4). See below for additional information about these specifications.

6. No later than 75 calendar days before your Franchised Business opens, provide to you, other members of your management team, and any agents you employ our initial training program for franchises (Franchise Agreement – Section 5.1). You (if you are an individual) or at least one of your Owners as defined in your Franchise Agreement (if you are a legal entity), your general manager (if we agree for you to have a general manager), any licensed medical or healthcare professional practicing at the franchise (to the extent permitted by applicable law), and other members of your management team that we designate must complete this initial training program to our satisfaction. The training is at our training centers in either Denver, CO, Chatham, NJ, virtually, and/or other designated locations. Initial training for up to three people is included at no additional charge, available either at a designated corporate location and/or virtually. You must pay any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all your personnel who attend the training programs. All persons who attend our initial training program must complete it to our satisfaction.

7. The Grand Opening Training & Support Fee is \$3,500, which covers three days of on-site support from our medical support specialist and franchise success manager and must be conducted within three days of the soft launch. This training also includes six virtual medical experience modules and eight virtual sales and experience modules, with both our medical support specialist and franchisee success manager, respectively.

8. Prior to opening your Center, each Designated Medical Services Provider and General Manager must complete the comprehensive medical training. The Medical Training Fees are as follows: \$3,050 one-time fee to Evexius (with an opportunity for a full rebate), \$699 annually to Curamedix, and an additional

\$1,500 one-time fee to My Injection Training. This training covers a range of clinical and administrative services, including the administration of orthopedic PRP, stem cell treatments, and BHRT. It also includes ongoing mentorship, refresher courses, access to a library of content and modules, case reviews, and key opinion leader calls at no additional cost to the Franchisee or Designated Medical Services Provider. These fees are subject to change at the discretion of our approved vendors but have been negotiated on behalf of the Franchisee. These fees do not cover travel, lodging, food, or employee pay. Depending on the experience of the individuals, more or less training may be required. Under the DCO Model, the Franchisee will pay these fees. Under the MSO Model, these fees will be paid by and through the Designated Medical Services Provider. The MSO Model Franchisee may offer a loan to the Clinic to cover these amounts.

Time to Open

We will agree on the time you must open your Franchised Business when you sign your Franchise Agreement, but we typically will require you to open no more than 270 calendar days after you sign your Franchise Agreement. Factors affecting this length of time before you open include locating a site for the Premises and signing a Lease, construction or remodeling of the site (if required), completion of required training, financing arrangements, local ordinance and building code compliance, delivery and installation of equipment, and hiring and training of your staff, securing of all manner of permits and operational licenses and approvals.

If you enter into a Multi-Unit Agreement, you must open within the timeline described below:

Center to be Developed	Opening Timeline
First	9 months after signing Multi-Unit Agreement
Second	20 months after signing Multi-Unit Agreement
Third	30 months after signing Multi-Unit Agreement
Fourth	40 months after signing Multi-Unit Agreement
Fifth	50 months after signing Multi-Unit Agreement
Sixth and any additional	60 months after signing the Multi-Unit Agreement, and every 10 months thereafter for each additional Center beyond the sixth.

If you are delayed from opening your Franchised Business by the opening deadline in your Franchise Agreement, you must provide us with a written request to extend the deadline, which we have the right to grant or deny for any reason or no reason. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the opening deadline, if you do not open your Franchised Business by the deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of your default, you must cure your default by opening your Franchise for business no more than 90 calendar days after receipt of notice of the default, or 180 calendar days after the original opening deadline, whichever occurs first. If you fail to cure your default, we have the right to terminate your Franchise Agreement. (Franchise Agreement – Section 3.1 and 15).

Post-Opening Obligations:

After your Franchised Business opens, we or our designee will:

1. Provide you with guidance and assistance in the following areas: (a) the products and services authorized for sale by the franchise, and specifications, standards, and operating procedures used by franchises; (b) purchasing approved equipment, furniture, furnishings, signs, products, operating materials, and supplies; (c) development and implementation of local advertising and promotional programs; (d) administrative, bookkeeping, accounting, inventory control and general operating and management procedures; (e) establishing and conducting employee training programs at the Center; (f) changes in any of the above that occur from time to time; and (g) specify any approved brands, types and/or models of equipment, furniture, fixtures, and signs (Franchise Agreement – Section 5.1).
2. Continue granting you electronic access or lending you a copy of our Manual (Franchise Agreement – Sections 5.1-5.2).
3. Allow you to use our Marks and confidential information in operating your Franchised Business (Franchise Agreement – Sections 7 and 9). You must use the Marks and confidential information only as authorized in the Franchise Agreement and our Manual.
4. Indemnify you against damages for which you are held liable in any proceeding arising out of your use of our Marks in compliance with the Franchise Agreement and reimburse you for costs you incur in defending against any such claim (Franchise Agreement – Section 7.5).
5. As we deem appropriate, provide you with supplemental training programs (Franchise Agreement – Section 4.2). We may hold training programs for you and your staff regarding new techniques, services or products, and other appropriate subjects. We may decide to hold these training programs at our own initiative, or in response to your request for additional or special training. We will determine the location, frequency, and instructors of these training programs. We have the right to, but do not currently, charge you a daily attendance fee in an amount to be set by us for each owner, officer, director, manager, or employee of yours who attends any mandatory or optional training program. You must pay this fee to us in a lump sum before the training program begins. You must pay for all travel, lodging, meal, and personal expenses related to your attendance and the attendance of your personnel.
6. Review and approve or disapprove your advertising, marketing, and promotional materials (Franchise Agreement – Section 11.2).
7. As we deem advisable, conduct inspections and/or audits of your Franchised Business, including evaluations of its training methods, techniques, and equipment, its staff; and the services rendered to its customers (Franchise Agreement – Section 13.1). We may provide you with additional guidance and training based on the results of these inspections and/or audits.
8. If requested by you, we may provide an employee or agent to assist with further training in the operation of your Center. You will be responsible to pay a daily fee (currently \$950 for Franchise Success Manager and \$1250 for Medical Support Specialist) - we reserve the right to adjust this fee as it deems appropriate) in addition to the actual costs (including but not limited to travel, meals, lodging, car rental, etc.) for the Store Assistance (Franchise Agreement – Section 5.1).

Advertising and Marketing

Advertising by You

For the period beginning 90 days before you open your Franchised Business and continuing through the first 30 days after you open your Franchised Business, you must spend at least \$40,000 on advertising, social media, promotions and public relations efforts (“**Start-Up Advertising and Promotions Expense**”). The details regarding this grand opening marketing program can be found in the Manual and will be outlined during the initial training program.

In addition to contributions to the Brand Fund, you must spend a minimum of \$3,500 each month you are operating your Franchised Business on local marketing for your Center (“**Minimum Local Advertising Requirement**”). You will pay this amount directly to third parties, subject to our approval. If you do not meet the Minimum Local Advertising Requirement, you may be required to pay this amount to us. This represents the minimum expenditure required for local marketing, which includes \$3000 monthly for digital ad spend, and \$500 monthly for local events, grassroots marketing efforts, and/or other marketing activities. This amount does not include any associated third-party marketing management fees.

You may only use advertising material that is approved by us. We have the right to require you to use one or more required suppliers for your local advertising. We may require you to spend all or a portion of the Minimum Local Advertising Requirement with such required suppliers. We reserve the right to collect such amounts directly from you via EFT to pay such required suppliers. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. Any advertising or marketing material that you intend to use must receive prior written approval from us. If you do not receive our written approval within 15 calendar days from the date the materials are delivered to us, then the materials will be deemed disapproved. The approval of the marketing or advertising material is valid for one year (Franchise Agreement – Section 11.2).

You are required to join and participate in any Advertising Cooperative (“**Co-op**”) covering your franchise that may be established. A Co-op is an association of all franchisees whose PÜR Life® Medical businesses are located within a designated market area (“**DMA**”). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. One function of the Co-op is to establish a local advertising pool of funds to be used for advertising for the mutual benefit of each Co-op member. We have the right to specify the manner in which any Co-ops are organized and governed and require any and all Co-ops to be legal entities of the state where they are located. We may require Co-ops to be changed, dissolved or merged. Co-ops must operate according to written bylaws which have been approved by us. Co-ops must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. As of the date of this Franchise Disclosure Document, there are no Co-ops.

Each applicable PÜR Life® Medical business must contribute to a Co-op according to the Co-op’s rules, regulations and bylaws, as determined by its members. Outlets owned by us will have the same voting rights and franchisee-owned outlets in the Co-op. Amounts contributed to Co-ops may be considered as spent for local advertising, if appropriately documented and spent according to our defined criteria for local advertising, and therefore may be applied towards the Minimum Local Advertising Requirement. There is no minimum fee that must be paid to a Co-op; however, the maximum fee will not exceed your Minimum Local Advertising Requirement. We reserve the right to require each Co-op to prepare annual or periodic financials statements and to provide such statements to the Co-op members. We also reserve the right to determine the amount to be contributed by each member of the Co-op, as necessary. (Franchise Agreement – Section 11.3).

Advertising by Us

We may create one or several national and/or regional advertising funds (collectively the “**Brand Fund**”) for our Centers (both Franchisee-owned and company-owned) to accomplish those advertising and promotional programs we deem necessary or appropriate for the franchises (Franchise Agreement – Section 11.1). However, we may choose to use only one Brand Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. Each PÜR Life® Medical business must contribute to the Brand Fund for its area such amounts that we periodically require. The current contribution amount is 2% of your Gross Revenues. The maximum contribution to the Brand Fund we may require from you is 2% of your Gross Revenues. Any PÜR Life® Medical business owned by us or our affiliates will contribute to the Brand Fund on the same basis as you.

We will direct all marketing programs financed by the Brand Fund, and will have sole discretion over the creative concepts, materials and endorsements used by the Brand Fund, and the geographic, market, and media placement and allocation of the Brand Fund. We have the sole discretion to use the Brand Fund to pay the costs of administering regional, multi-regional, and/or national advertising programs, including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research, and other advertising and marketing firms; and paying for advertising and marketing activities that we deem appropriate, including the costs of participating in any national or regional trade shows. We may in our discretion use Brand Fund to engage in advertising and promotional programs that benefit only one or several regionals, and not necessarily all franchises. We will not use the Brand Fund for advertising that is principally a solicitation for the sale of franchises.

The Brand Fund will be held in a separate bank account and accounted for separately from our other funds, and will not be used to pay any of our general operating expenses, except for salaries, administrative costs, and overhead that we incur in activities reasonably related to the administration of the Brand Fund and their marketing programs, including preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Fund. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Brand Fund in that year, and the Brand Fund may borrow from us or other lenders to cover the Brand Fund’s deficits or invest any surplus for future use by the Brand Fund. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and will provide it to you upon written request. We are not required to and will not have the Brand Fund audited. We have no obligation to conduct advertising for the franchise system aside from our use of the Brand Fund.

We may cause any Brand Fund to be incorporated or operated through an entity separate from us when we deem appropriate, and the entity will have the same rights and duties as we do under the Franchise Agreement. When established, the Brand Fund will be intended to enhance recognition of the Marks and to enhance the franchise opportunities available through our franchises. Although we will endeavor to use the Brand Fund to develop advertising and marketing materials and programs and place advertising that will benefit all franchises, we do not have to ensure that the Brand Fund’s expenditures in or affecting any geographic area are proportionate or equivalent to the contributions made by franchises in that geographic area, or that any franchise will benefit from the development of advertising and marketing materials or the placement of advertising by the Brand Fund directly or in proportion to the franchise’s contribution to the Brand Fund. We assume no direct or indirect liability or obligation to you or any other franchise in connection with the establishment of the Brand Fund, or the collection, administration, or disbursement of monies paid into the Brand Fund.

We may suspend contributions to, and the operations of, the Brand Fund for any period we deem appropriate, and may terminate the Brand Fund upon 30 days’ written notice to you. Upon such termination, all unspent monies held by the Brand Fund on the date of termination will be distributed to us, our affiliates, and you and our other Franchisees in proportion to each party’s respective contributions to the Brand Fund

during the preceding 12-month period. We may reinstate a terminated Brand Fund upon the same terms and conditions set forth in the Franchise Agreement upon 30 days' advance written notice to you.

Since we have just begun offering franchises no contributions have been made to the Brand Fund. As of the date of this Franchise Disclosure Document, there are no advertising councils or advisory boards.

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

Computer System

You must use the computer hardware and software (collectively, “**Computer System**”) that we periodically designate to operate your Franchised Business (Franchise Agreement – Sections 3.4 and 6.6). You must obtain the Computer System, software licenses, maintenance and support services and other related services from the suppliers we specify (which may include or be limited to us and/or our affiliates). You are responsible for all costs and monthly fees associated with any such software licenses or programs, including any updates. We may periodically modify the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software, and obtain service and support for the Computer System. The Franchise Agreement does not limit the frequency or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any Computer System costs. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded. We have no contractual obligation to maintain, repair, update, or upgrade your Computer System.

Your Computer System must be capable of supporting our required software, with Internet capability, and accessible by us remotely. You may also be required to purchase certain customer contact software and financial software, and to pay monthly charges associated with your Computer System. The specification regarding the required hardware and software for your Computer System are contained in the Manual.

We estimate the cost of purchasing computer hardware to range between \$6,000 and \$12,000. In addition, you must use our POS/EMR Software and CRM system. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your franchise.

We will have independent access to the information that will be generated and stored on your Computer System, such as sales data and data about customers subject to restrictions imposed by HIPAA or other state or federal privacy laws relating to patient records. Other than this, there are no limitations on when or how we may access such information.

Training Program (Franchise Agreement – Section 4.2)

Our initial training program currently includes the following:

Initial Training Program		
Subject	Hours of Classroom Training	Location
Meet PÜR Life Medical	1 hour	Chatham, NJ or other designated corporate training location; and/or Virtually.
Services, Memberships & Supplements	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Vendor Review & Inventory Control	4 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
In Center Procedure / Wellness Sales Experience / Our Differentiator	4 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Medical Compliance	3 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Staffing & Training	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Marketing	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Financial & Business Management	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Support Tools & Resources	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
Software Training	2 hours	Chatham, NJ or other designated corporate training location; and/or Virtually.
TOTAL	24 hours	

Notes:

- (1) Most of these subjects are integrated throughout the training program (comprised of 24 hours of classroom/online training and 0 hours of initial on-the-job training). The training program must be completed to our satisfaction 75 days before the opening of the Center. You will also receive Grand Opening Training and Support at your franchised Center within a few days before and/or after the soft launch of your Franchised Business. In addition to training by us, you must attend training

provided by our equipment partners prior to opening for business. Specifically, you must receive training from our equipment partners on the use of our wellness equipment. Our initial training programs are conducted on an as needed basis.

- (2) The Company also may offer additional or refresher training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at the Company's headquarters, virtually or at any other locations selected by the Company.
- (3) You will be responsible for all out-of-pocket expenses in connection with all training programs, including the transportation, lodging, meals, wages and employee benefits costs you incur for your training, and the training of management and employees that you have attend the training. The Company reserves the right to impose charges for training classes and materials in connection with such training courses. The Company will notify you of any additional charges before you or your designated employees enroll in a course. While there is no cost to take such training, we require you and your management staff to pass our training program to our satisfaction before you may begin operating your franchise.
- (4) Prior to opening your Center, each Designated Medical Services Provider and General Manager must also complete our comprehensive medical training program. The Medical Training Fees are as follows: \$3,050 one-time fee to Evexius, \$700 annually to Curamedix, and an additional \$1,500 one-time fee to My Injection Training. This training covers a range of clinical and administrative services, including the administration of orthopedic PRP, stem cell treatments, and BHRT. It also includes ongoing mentorship, refresher courses, access to a library of content and modules, case reviews, and key opinion leader calls at no additional cost to you or the Designated Medical Services Provider. These fees are subject to change at the discretion of our approved vendors but have been negotiated on behalf of you. Depending on the experience of the individuals, more or less training may be required. Under the DCO Model, you will pay these fees. Under the MSO Model, these fees will be paid by and through the Designated Medical Services Provider. The MSO Model Franchisee may offer a loan to the Center to cover these amounts.
- (5) All classes are scheduled by advance written notice to Franchisees. Our class cancellation policies will be included in the written notice of class schedules.
- (6) The instruction materials for our training programs include handouts, our Manual, on-line programs, and lectures.
- (7) Our training program Is under the supervision of Michael Nersesian, our Chief Operating Officer, whose information is in Item 2. Mr. Nersesian has 10 years of experience in training. The instructors for the training program are: Katy Eckerstrom, Operations Manager, who has been with us since February 2024 and has 1 year of experience in training; Jet Holladay, Therapy Specialist, who has been with us since March 2024 and has 5 years of experience in training; and Jerry Salerno, Operations Specialist, who has been with us since March 2024 and has 7 years of experience in training.
- (8) Training courses will only relate to those subjects that are non-clinical. Our training courses will not focus on subject matters that are reserved to licensed persons. However, we will provide training regarding weight loss and clinical protocols to ensure that the franchisee and its staff are informed about these subjects. In states that have restrictions on the corporate practice of medicine, any clinical protocols at the clinic level must be implemented and approved by licensed persons.

ITEM 12

TERRITORY

You will not receive any exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We will grant you a protected territory (“**Protected Territory**”). We will define the Protected Territory in an addendum to the Franchise Agreement after you select, and we accept, the site for your Franchised Business. Typically, the Protected Territory will be comprised of a three-mile radius from the front door of your accepted site. We reserve the right to adjust the geographic size of the Protected Territory based upon population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites, we might limit your Protected Territory to the site of your Franchise Business. In less dense suburban areas, the Protected Territory could include an entire municipality.

For purposes of this Agreement, a “**Non-Traditional Site**” means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, airports, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. We expect to grant franchises for Non-Traditional Sites in self-contained locations such as college or university campuses, airports, hospitals, or sports arenas. We will not modify your Protected Territory during the term of your Franchise Agreement. If you intend to request a Successor Franchise Agreement or transfer the Franchised Business, and your Protected Territory is larger than our then-current standard size for territories or the then-current demographics of your Protected Territory have changed, we may reduce the size of your Protected Territory prior to issuing the Successor Franchise Agreement or require your transferee to operate the Franchised Business in a smaller territory.

You are prohibited from soliciting or accepting orders from consumers outside your Protected Territory through any other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing.

If you are meeting your minimum performance standards (“**Minimum Performance Standards**”) and are otherwise in full compliance with the Franchise Agreement, then during the Franchise Agreement’s term, neither we nor our affiliates will operate or grant a franchise for the operation of another PÜR Life® Medical business within your Protected Territory (except for PÜR Life® Medical businesses at Non-Traditional Sites) that offers the same or similar goods or services under the same trademarks as long as you continuously exert your best efforts to promote and enhance the business of the Franchised Business. Your Minimum Performance Standards are as follows:

Months In Operation	Minimum Gross Revenue Requirements During 12 Month Period
0-12	\$450,000.00
13-24	\$750,000.00
25-36	\$1,200,000.00
37-48	\$1,500,000.00

49-60	\$1,800.000.00
61-72	\$1,800.000.00
73-84	\$1,800.000.00
85-96	\$1,800.000.00
97-108	\$1,800.000.00
109-120	\$1,800.000.00

We must approve the relocation of your Franchised Business. We will apply the same criteria for the relocation of a Franchised Business as we apply when determining the location of a new franchise.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

Other Company Reserved Rights




We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, including the right to: **(1)** own, acquire, build, or operate, for our own account, or grant to others the right to operate, franchise on terms and conditions and at locations we deem appropriate outside of your Protected Territory; **(2)** provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by franchises through alternative channels of distribution, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; **(3)** acquire the assets or ownership interest of businesses providing products and services similar to those provided at franchises, and franchising, licensing, or creating similar arrangements with respect to those acquired businesses, wherever those businesses or their franchisees or licensees are located; and **(4)** being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at franchises or another business. As of the Effective Date of this Franchise Disclosure Document, neither we nor any of our affiliates plan to operate or franchise businesses under a different trademark that will sell similar goods or services to those of the franchisee, but we have the right to change our policy at any time and do so in the future.

ITEM 13

TRADEMARKS

We grant you the right and license to use the Marks and the System solely in connection with your Franchised Business. You may use our word mark “PÜR Life® Medical” and such other Marks as are designated in writing by us for your use. You may use them only in the manner authorized and permitted by us and you may not directly or indirectly contest the our ownership of or rights in the Marks.

Our affiliate, PLMIP, has registered or applied for registration of the following Marks with the U.S. Patent and Trademark Office (“USPTO”) on the Principal Register. At the appropriate times, our affiliate intends to renew the registrations and to file all appropriate affidavits.

Mark	Serial Number	Application Date	Registration Number	Registration Date
PÜR LIFE®	88662278	October 21, 2019	6115087	July 28, 2020
 PÜR LIFE MEDICAL	97754409	January 13, 2023	7294556	January 30, 2024
 PÜR LIFE WELLNESS REGENERATE • REBALANCE • REVITALIZE	97754426	January 13, 2023	Pending	Pending
 PÜR LIFE MEDICAL REGENERATE • REBALANCE • REVITALIZE	98056688	January 23, 2023	Pending	Pending

We have entered into a license agreement with PLMIP dated as of February 1, 2024 under which we have a fifty year renewable license to use, and license third parties to use, the Marks.

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

As noted in the table above, we do not yet have a federal registration for two of our principal trademarks. Therefore, our trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use a trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We will indemnify against or reimburse for expenses you incur in defending claims of infringement or unfair competition arising out of your use of the Marks. You are required to notify us immediately when you become aware of the use, or claim of right to, a Mark identical or confusingly similar to our Marks. If litigation involving the Marks is instituted or threatened against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation. We, at our option, may defend and control the defense of any proceeding relating to any Marks.

We will not compensate you and you have no rights to compensation or otherwise in the event we require you to modify or discontinue using the Marks.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect a your use of the Marks in any state.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any registered patents or copyrights, nor do we have any pending patent applications, that are material to your Franchised Business or the System; however, we claim copyright protection in the Manual and certain forms, advertising materials, product specifications, computer programs, newsletters, training materials, and operations and accounting materials. We have not registered those materials with the United States Registrar of Copyrights.

Confidential Operations Manual

Under the Franchise Agreement, you must operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual. You will be loaned or given electronic access to a copy of the Manual for the term of the Franchise Agreement, when you have completed the initial training program to our satisfaction. You must operate your Franchised Business strictly in accordance with the Manual, as it may be revised by the Company from time to time.

You must at all times, treat the Manual and the information in it, as well as any other materials created for or approved by use for the operation of your Franchised Business, as confidential, as required by the Franchise Agreement. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manual will remain our sole property and any paper copies provided to you must be returned in the event that you cease to be a franchise Owner.

We may from time to time revise the contents of the Manual, and you must comply with each new or changed provision. You must ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copies maintained by us at Company's home office will be controlling.

Confidential Information

The Franchise Agreement requires you to maintain all of our Confidential Information as confidential both during and after the term of the Agreement. "**Confidential Information**" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us.

Under the Franchise Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement. If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of a PÜR Life® Medical business ("**Improvement**"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any Improvement will become our sole property and we will be the sole owner of all related patents, patent applications, and other intellectual property rights. Improvements will be deemed our Confidential Information. You and your Owners agree to assist us in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are expected to participate in the direct operation of your Franchised Business on a full-time basis. If you cannot, then with our advanced written approval you are obligated to have a fully trained manager operate the Franchised Business. The manager is not required to have an equity interest. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Franchise Agreement requires that you, or a designated manager, be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Franchised Business. While in most cases, many of our franchisees will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on franchisee participation and believe it is crucial for continued success. In any case, when making decisions relating to the operation of the Franchised Business, you should keep in mind that at least one licensed medical or healthcare professional must be present at the Franchised Business franchise at all times, during the hours of operation.

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

Each Owner must personally guarantee all of the obligations of the Franchisee under the Franchise Agreement. (See **Exhibit 2** to the Franchise Agreement for the form of Guarantee and Assumption of Obligations.) The Guarantee and Assumption of Obligations must also be executed by the Owners' spouses. You must submit your operating agreement and statement of legal formation if you are an LLC and the appropriate formation documents if you operate the Franchised Business through a corporation. You are obligated to maintain them in good standing and submit copies of the by-laws and resolutions as may be required.

At our request, you must obtain and deliver executed confidentiality and non-disclosure agreements (see **Exhibit F**) from any persons who has or may have an ownership interest in the Center or in the Franchised Business, any managers, or any other persons who receive or have access to training and other Confidential Information under the System. You may not transfer any interest in the Franchised Business, the Center, the Franchise Agreement or the lease for the Premises of the Franchised Business without our prior written consent.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISE OWNER MAY SELL

You must operate the Franchised Business in strict conformity with all prescribed methods, procedures, policies, standards and specifications of the System, as set forth in the Manual and in other writings by the Company from time to time. You must use the Premises only for the operation of your Franchised Business and may not operate any other business at or from the Premises without our express prior written consent, which we have the right to grant or deny for any reason or no reason.

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

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

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

We do not currently have any restrictions or conditions that limit access to customers to whom the Franchisee may sell goods or services.

You may not offer products or services identical or similar to the products or services offered by the Franchised Business through any means or through any other entity in which you may have an interest, other than your franchise, unless prohibited by applicable law.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years
b. Renewal or extension	Section 2.4	You will have the option to obtain one renewal term, which will be 10 years
c. Requirements for franchisee to renew or extend	Section 2.4	You must have substantially complied with your Franchise Agreement; given notice to us of your intent to renew between 12 and 24 months before expiration; sign the then-current form of franchise agreement; sign general release; pay the applicable renewal fee; cure any defaults; and pay all amounts owed to us.
d. Termination by franchisee	None	None
e. Termination by franchisor without cause	None	None

Provision	Section in Franchise or Other Agreement	Summary
f. Termination by franchise with cause	Section 15	We may terminate upon default.
g. "Cause" defined – curable defaults	Section 15	You fail to maintain a valid license to practice and/or fail to comply with any state and federal regulations and do not cure the failure within 20 days after written notice; you do not pay when due any monies and do not make payment within 10 days after written notice; you fail to procure or maintain the required insurance or fail to name us as an additional insured and fail to do so 10 days after written notice; you or Principal Owner fail to comply with any other provision of the Franchise Agreement or any requirement and fail to comply within 30 days after written notice.
h. "Cause" defined – non-curable defaults	Section 15	Failure to timely open the Franchised Business; lose possession of the Premises; unauthorized transfer; insolvency; offer unauthorized services or products at least 3 times in 12 consecutive months; fail to maintain any necessary licenses or fail to comply with any regulations which failure is reasonably likely to adversely affect the reputation of the Company, the Franchised Business or the goodwill associated with the Marks; felony conviction; any action or activity which is reasonably likely to adversely affect the reputation of the Company, the Franchised Business or the goodwill associated with the Marks; knowingly make a material false or incomplete statement in any report submitted to us; violate in-term

Provision	Section in Franchise or Other Agreement	Summary
		noncompete; violate any health or safety law, ordinance or regulation, or operate the Franchised Business in a manner that presents a health or safety threat, hazard or danger to your customers or the public; 3 or more written notices of default in 12 consecutive months.
i. Franchisee’s obligations on termination/non-renewal	Section 16	Includes payment of money owed, return of printed copies of the Manual, cancellation of assumed names and transfer of phone numbers, cease using Marks, cease operating Franchised Business; our option to purchase your inventory and equipment, your modification of the premises and our option to purchase your Franchised Business.
j. Assignment of contract by franchisor	Section 14.3	No restriction on our right to assign.
k. “Transfer” by franchisee –defined	Section 14	Includes assignment of Franchise Agreement, sale or merger of business entities, transfer of ownership interests, death of Franchisee, or majority owner of Franchisee.
l. Our approval of transfer by you	Section 14	You must obtain our prior written consent.
m. Conditions for our approval of transfer by you	Section 14	New owner must have sufficient business experience, aptitude and financial resources to operate the franchise; payment of all amounts due us or our affiliates; new owner and its director must successfully complete our initial training program; the new owner and spouse must execute a guarantee in our favor; your landlord must consent to transfer of the lease, if any; transfer fee

Provision	Section in Franchise or Other Agreement	Summary
		paid; general release signed; if applicable, the new owner must agree to remodel to bring the franchise to current standards; new owner must assume all obligations under the Franchise Agreement or, at our option, sign the then-current franchise agreement the owners and spouses must execute a guarantee; you and your Principal Owners must sign a non-competition agreement agreeing not to engage in a competitive business for 24 months within 25 miles of your franchise or any other franchise.
n. Our right of first refusal to acquire your business	Section 14.4	We have the option to match any offer for your Franchised Business.
o. Our option to purchase your business	Section 16.6	We have the option to purchase your Franchised Business upon termination or non-renewal.
p. Death or disability of you	Section 14.5	Franchise must be assigned by estate to approved buyer within 180 days.
q. Non-compete covenants during the term of the franchise	Section 10.3	You cannot be involved in any business that offers products or services the same as or similar to those offered or sold at a PÜR Life® Medical business {" Competitive Business "} during the term of the Agreement.
r. Non-compete covenants after the franchise is terminated or expires	Section 10.3	No involvement in a Competitive Business for 24 months within a 25 mile radius of any franchise.
s. Modification of the agreement	Section 17	No modification generally without signed agreement, but we may modify the System.

Provision	Section in Franchise or Other Agreement	Summary
t. Integration/merger clause	Section 17	Only the terms of the Franchise Agreement, the documents referred to therein and the Manual are binding (subject to state law). Any other oral or written promises related to the subject matter of the Franchise Agreement may not be enforceable. This is not intended to disclaim any representation made in this Disclosure Document.
u. Dispute resolution by mediation	Section 17.9	Except for certain claims, we and you must mediate all disputes in Denver, Colorado, subject to state law.
v. Choice of forum	Section 17.9	Denver, Colorado, subject to state law.
w. Choice of law	Section 17.9	Colorado law governs, except for matters regulated by the United States Trademark Act (subject to state law).

Applicable state law might require additional disclosures or requirements related to the information contained in this Disclosure Document. These additional disclosures, if any, appear in **Exhibit I** of this Disclosure Document.

ITEM 18

PUBLIC FIGURES

The Company does not use any public figure to promote its 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.

We do not make any representations about your future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Nicholas J. Cavarra, President, 16194 W. 45th Drive, Golden, CO 80403, 303-886-5538, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
System wide Outlet Summary
For Years 2021 to 2023 (1)**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee	2021	1	1	0
	2022	1	3	+2
	2023	3	8	+5
Company-Owned*	2021	0	1	+1
	2022	1	0	-1
	2023	0	0	0
Total Outlets	2021	1	2	+1
	2022	2	3	+1
	2023	3	6	+3

Table No. 2

**Transfers of Outlets From Franchises to New Owners
(Other than the Franchisor)
For Years 2021 to 2023 (1)**

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

**Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023 (1) (2)**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Florida	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	1	1

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	1	0
Utah	2021	0	1	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	4	0	0	0	1	4
Washington	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	0	0	0	0	0	0	0
Total	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	5	0	0	0	2	6

**Table No. 4
Status of Company-Owned Outlets For
For Years 2021 to 2023 (1) (3)**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Utah	2021	0	1	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
Total	2021	0	1	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0

**Table No. 5
Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	0	0
California	0	0	0
Colorado	0	0	0
Florida	3	0	0
Georgia	2	0	0
Indiana	1	0	0

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Iowa	0	0	0
Louisiana	1	1	0
Missouri	1	0	0
Nevada	0	0	0
North Carolina	1	0	0
New Jersey/Pennsylvania	2	2	1
New York	1	1	0
Texas	4	2	0
Utah	0	2	0
Total	16	8	0

NOTES:

- (1) The numbers for 2021-2023 are as December 31 of each year and reflect the operations of our predecessor PLMC.
- (2) **Exhibit G** lists the names of all of our operating franchisees and their addresses and telephone numbers as of December 31, 2023. **Exhibit G** also lists the franchisees who have signed Franchise Agreements for outlets which were not yet operational as of December 31, 2023, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we understand that no current or former franchisees have signed confidentiality agreements with our predecessor PLMC that restrict them from discussing with you their experiences as a franchisee in PÜR Life® Medical franchise system.

We have no advisory councils or other independent franchisee organizations that have asked to be included in this Disclosure Document.

- (3) The Company-operated outlet had been operated by our predecessor PLMC.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit D** is our opening audited balance sheet as of May 20, 2024. Our fiscal year ends on September 30.

ITEM 22

CONTRACTS

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

Exhibit B Franchise Agreement with the following exhibits:
Exhibit 1 - Opening Deadline/ Expiration Date
Exhibit 2 - Guarantee and Assumption of Obligations
Exhibit 3 - Addendum to Lease Agreement
Exhibit 4 - Ownership Interests in Franchisee
Exhibit 5 – Franchisee Compliance Questionnaire

Exhibit C Multi-Unit Development Agreement

Exhibit F Confidentiality/Nondisclosure Agreement

ITEM 23

RECEIPTS

The last two pages of this disclosure document are detachable receipt pages. Please sign and date each of them as of the date you received this disclosure document and return one copy to us.

EXHIBIT A

LIST OF STATE ADMINISTRATORS/ AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Following is information about our agents for service of process, as well as state agencies and administrators whom you may wish to contact with questions about PÜR Life® Medical.

We intend to register the franchises described in this Disclosure Document in some or all of the following states in accordance with applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the designated state offices or officials as our agents for service of process in those states:

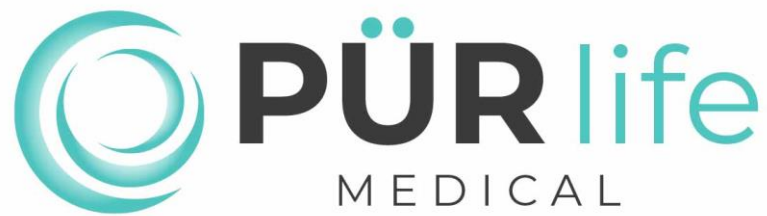
STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677 www.dfpi.ca.gov ask.dfpi@dfpi.ca.gov	California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 213-576-7505 1-866-275-2677 www.dfpi.ca.gov ask.dfpi@dfpi.ca.gov
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 651-539-1600	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21 st floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	State of Rhode Island Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 401-462-9527	Director, Rhode Island Department of Business Regulation Same address
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 605-773-4823	Director of the South Dakota Division of Securities Regulation Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX: 801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9 th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9015	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT B
FRANCHISE AGREEMENT



PÜR LIFE® MEDICAL FRANCHISE AGREEMENT

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PUR LIFE® MEDICAL FRANCHISE AGREEMENT

THIS AGREEMENT is entered into as of _____ ("**Agreement Date**").
by and between PLM Franchising, Inc, ("**we,**" "**us,**" "**Company,**" or "**PÜR Life® Medical**";
_____, ("**you**" or "**Franchisee**").

1. INTRODUCTION.

This Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations the Agreement covers before you sign it. This Agreement includes several exhibits, all of which are legally binding and are an integral part of the complete Franchise Agreement.

If you are a corporation, partnership or limited liability company, you will notice certain provisions that are applicable to those principal shareholders, partners or members on whose business skill, financial capability and personal character we are relying in entering into this Agreement. Those individuals will be referred to in this Agreement as "Owners."

Through the expenditure of considerable time, effort, and money, we and our affiliates have developed a system for establishing and operating a PÜR Life® Medical Center that offers integrated wellness and healthcare services to the public. Our mission is to provide a comprehensive suite of services focused on enhancing quality of life, longevity, and peak performance for individuals of all ages.

At PÜR Life, we are committed to delivering a clean, modern, and safe environment where every visit enhances vitality and well-being, embracing a holistic and proactive approach to lifelong health and wellness (collectively, "**System**"). This business model includes a unit model that offers all our franchised services and products ("**Franchised Business**"). We identify the System by the use of specific trademarks, service marks, and other commercial symbols, including the marks "PÜR Life® Medical" and associated designs, artwork, and logos, which may be updated periodically (collectively, "**Marks**").

We grant franchises to qualified individuals who wish to own and operate a PÜR Life® Medical Franchised Business, providing integrated wellness and healthcare services and products to the general public ("**Center**").

This Agreement is presented to you in response to your interest in developing, owning, and operating a Franchised Business. You may purchase your franchise as a new start-up Center ("**New Center**"), or you may integrate the System into an existing facility ("**Add-On Center**"). By signing this Agreement, you acknowledge that (a) you have conducted an independent investigation of the PÜR Life® Medical Franchised Business model and understand that, like any business, it may evolve over time; (b) you also recognize that investing in a Franchised Business involves business risks and (c) the success of this venture depends primarily on your business abilities and efforts.

We expressly disclaim making, and you acknowledge that you have not received nor have you relied on, nor consider any of the information supplied to be, any guarantee, express or implied, as to your potential revenues, profits, performance or likelihood of success of Pur Life®

Medical business venture contemplated by this Agreement. You acknowledge that there have been no representations by us or our affiliates or our or their respective officers, directors, members, employees, or agents that are inconsistent with the statements made in our current Franchise Disclosure Document concerning the Franchised Business, or the provisions of this Agreement. You further represent to us, that as an inducement of our entering into this Agreement with you, there have been no misrepresentations to us in your application for the rights granted by this Agreement, or in the financial information provided by you and your Owners.

2. GRANT OF FRANCHISE.

2.1 Term. You have applied for a franchise to own and operate a Franchised Business and we have approved your application in reliance on all of the representations you made in that application. As a result, and subject to the provisions of this Agreement, we grant you the right to open and operate a PÜR Life Center under either the DCO Model or the MSO Model, as defined below. In each case, the Center will offer a comprehensive suite of in-person integrated wellness and healthcare services including Sauna, Cold Plunge, Red Light, Shockwave, Medical Weight Loss, Hormone Replacement, IV Therapy, Supplements, PRP, Stem Cells and similar non-critical healthcare services, goods, and medications to customers. We refer to the DCO Model and MSO Model as the (“Delivery Models”). Unless otherwise specified, information is applicable to both Delivery Models.

2.1.1 If you are a medical professional or if you will open your Center in a state that allows a non-medical professional to own a Center, you will operate through (“**Direct Center Ownership**”) or the (“**DCO Model**”). Otherwise, if your state allows, you may open a non-medical business management firm (“**Management Services Organization**” or “**MSO**”) that delivers management services to Centers (the “**MSO Model**”).

2.1.2 You must operate the Franchised Business at a site we accept (“**Premises**”) which is secured by you after the signing of this Agreement and to thereafter use the System and the Marks in the operation of the Franchised Business for ten years (“**Initial Term**”) in strict accordance with the terms of this Agreement. The Initial Term will begin on the Agreement Date and expire on the date that is ten years from the date you first began operating the Center (For convenience, the expiration date of the Initial Term is listed on **Exhibit 1**).

2.2 Full Term Performance. You specifically agree to be obligated to operate the Franchised Business, perform the obligations of this Agreement and continuously exert your best efforts to promote and enhance the Franchised Business for the full term of this Agreement and you have no contractual right to terminate this Agreement for any reason before the end of the Initial Term.

2.3 Delivery of Medical Services at Your Center. Where required by state law, if you are not a licensed medical or healthcare professional, you must contract with a licensed medical or healthcare professional authorized or designated by us (“Designated Medical Services Provider”) who will provide approved medical and healthcare services and products (“Medical Services”) at the Center. Due to various federal and state laws regarding the practice of medicine and the operation of medical practices and healthcare businesses that provide medical or healthcare services, you understand and acknowledge that you, as an unlicensed franchisee, will not engage

in any practice that is, or may appear to be, the practice of medicine. You acknowledge that the Designated Medical Services Provider must provide the Medical Services in accordance with all applicable laws and regulations and in accordance with the terms of our contract with the Designated Medical Services Provider.

As compensation for providing the Designated Medical Services Provider with access to your facilities and staff at your Center, the Designated Medical Services Provider will pay you a service fee ("Center Access Service Fee") at the time the Designated Medical Services Provider provides services to your customers.

A Designated Medical Services Provider is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to customers, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Designated Medical Services Providers must have an active DEA registration, maintain all licenses in good standing, and pass a background check. No particular specialty is required by us. We must approve the Designated Medical Services Provider who will directly own and operate the Center under the MSO Model.

Under the DCO Model, we grant you the right to own and operate a single Center at the Franchised Business. Under the MSO Model, we grant you the right to manage a single Center at the Franchised Location.

Certain states prohibit the "corporate practice of medicine," meaning that a layperson cannot directly own a Center. In such cases, and subject to Applicable Law (as described below), you are still permitted to operate under the MSO Model. For the MSO Model, we grant you the right to own and operate a non-medical business management company that contracts (through a "**Medical Services Agreement**" or "**MSA**") with the Designated Medical Services Provider to deliver non-medical business management services to the Designated Medical Services Provider's Center. The non-medical business management services include private-client billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies, lease management, and similar services ("**MSO Services**"). You must enter into an MSA acceptable to us prior to the Center opening, with enough time for the Designated Medical Services Provider to complete required Medical Training.

Regardless of the Model under which you will operate, nothing in our System limits your Designated Medical Services Provider's exercise of his, her or its professional or medical judgment; the evaluation of, diagnosis, or protocols delivered to a client; your prognoses offered to customers; the clinical training you offer your employees and staff members; or the relationships with your customers.

2.4 Selection of Premises; Protected Territory; Reservation of Rights. You will select and propose the location of the Premises upon or after the signing of this Agreement. You acknowledge that the franchise granted by this Agreement gives you the right to operate the Franchised Business only at the Premises. We will grant you a protected territory ("Protected Territory") which is set forth in attached **Exhibit 1**. Typically, the Protected Territory will include a three mile radius around the Premises.

However, we reserve the right to vary the geographic size of the Protected Territory based upon population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites, we might limit your Protected Territory to the site of your Franchised Business. In less dense suburban areas, the Protected Territory could include an entire municipality. As used in this Agreement, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers, airports, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. We expect to grant franchises for Non-Traditional Sites in self-contained locations such as college or university campuses, airports, hospitals or sports arenas.

We will not modify the Protected Territory during the Initial Term. If you intend to renew or transfer the franchise, and the Protected Territory is larger than our then-current standard size for territories or the then-current demographics of the Protected Territory have changed, then we may reduce the size of the Protected Territory on renewal or require your transferee to operate the Franchised Business in a smaller territory. If we reduce the Protected Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

If you are in full compliance with this Agreement, including but not limited to meeting the minimum performance requirements set forth in Exhibit 1, then during the Initial Term, neither we nor our affiliates will operate or grant a franchise for the operation of another Center in the physical boundary of the Protected Territory that offers the same or similar goods or services under the trademarks licensed for your use under this Agreement. If you fail to meet the minimum performance standards, we may grant others a protected territory that includes some or all of your Protected Territory without compensating you.

We and our affiliates reserve the right to engage in any activities we deem appropriate that this Agreement does not expressly prohibit, whenever and wherever we desire, including the right to: (a) own, acquire, site build, or operate, for our own account, or grant to others the right to operate Pur Life® Medical businesses on terms and conditions and at locations we deem appropriate outside of the Protected Territory; (b) provide or grant others the right to provide goods and services that are similar to and/or competitive with those provided by Pur Life® Medical businesses through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet, whether under the Marks or other trademarks and services marks; (c) acquire the assets of, or ownership interests in, businesses providing products and services similar to those provided at by Pur Life® Medical businesses and franchising, licensing or creating similar arrangements with respect to those acquired businesses, wherever those businesses or their franchisees or licensees are located; and (d) be acquired by a business providing products and services similar to those provided by Pur Life® Medical businesses or another business.

2.5 SUCCESSOR FRANCHISE.

2.5.1 Franchisee's Right to Acquire a Successor Term. Subject to the provisions of Section 2.5.2, and provided you are not in default of any material terms of this

Agreement or any other agreements you may have with us, and if you have substantially complied with all provisions of this Agreement and all other agreements between us, then upon the expiration of the Initial Term, you will have the right to renew the Franchise for one additional term of ten years ("**Successor Term**"). Notwithstanding the foregoing, the awarded of a Success Term is expressly conditioned upon your having refreshed and refurbished the Premises, including replacement of fixtures, furnishings, wall decor, furniture, equipment, and signs and otherwise modify the Franchised Business to be in compliance with the then-current specifications and standards for Pur Life® Medical businesses at least 30 days prior to the commencement of the Successor Term.

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

2.5.3 Successor Franchise Agreement. Should you choose to seek a Successor Term for the Franchise, you must provide us with written notice of that intent no earlier than two years and no later than one year before the expiration of the Initial Term. You will be required to execute the then-current form of franchise agreement ("Successor Franchise Agreement") and any ancillary agreements with appropriate modification memorializing that a successor franchise fee of 25% of the then-current initial franchise fee will be due and payable at the time you sign the Successor Franchise Agreement.

2.6 Personal Guarantee by Owners. Each owner of an interest in you ("**Owner**") and each of their spouses (where applicable), will be required to execute a personal guarantee ("**Guarantee**"), in the form of attached **Exhibit 2**, guaranteeing your liabilities and obligations to Company.

3. DEVELOPMENT AND OPENING OF THE FRANCHISED BUSINESS.

3.1 Site Acceptance; Lease or Purchase of Premises; Opening Timeline. You must locate and select a proposed site for the Premises that is accepted by us as suitable for the operation of a Franchised Business. Your proposed site must be submitted with the required documentation in accordance with our policies and procedures. We have the right to accept or deny a proposed site for any reason or now reason any such acceptance and will not constitute, nor be deemed, a judgment as to the likelihood of success of a Franchised Business at that location, or a judgment as to the relative desirability of that location in comparison to other locations.

We will accept or reject a proposed site within 14 calendar days after receipt of a completed site submission package, as periodically defined and modified by us in our sole discretion. Your failure to submit a completed site submission package with the required information and/or failure to secure acceptance from us for a proposed Site for the Premises in a timely manner will not be reason for extending the Opening Deadline in **Exhibit 1**.

Following our acceptance of your site submission package, you must obtain lawful possession of the Premises by executing a lease for the Premises ("**Lease**"). The Lease must include the form of Addendum to Lease attached as **Exhibit 3**. You may not execute the Lease without our advance written confirmation from us that the terms of the Addendum to Lease incorporated into the Lease are acceptable to us. We will approve or disapprove the Addendum to Lease terms within 15 calendar days after receipt of your request for approval.

Unless we agree otherwise, you must open your franchise for business no later than the Opening Deadline set forth in **Exhibit 1**. If no Opening Deadline is set forth in **Exhibit 1**, then the Opening Deadline will be 240 days after the Agreement Date. If you are delayed in opening the Franchised Business by the Opening Deadline, you must provide us with a written request to extend the deadline, which we have to right to grant or deny for any reason or no reason. The request must state: (a) that a delay is anticipated; (b) the reasons which caused the delay; (c) the efforts that you are making to proceed with the opening; and (d) an anticipated opening date.

Unless we agree in writing to extend the Opening Deadline, if you do not open the Franchised Business by the Opening Deadline, you will be in default of this Agreement. Following written notice from us, you must cure the default by opening the Franchised Business no more than 90 days after receipt of the notice or 180 days after the Opening Deadline, whichever occurs first. If you fail to cure the default, we have the right to immediately terminate this Agreement.

3.2 Prototype and Construction Plans and Specifications. We will furnish to you prototypical, generic schematic plan together with a set of specifications for your Franchised Business, reflecting our requirements for design, decoration, furnishings, furniture, layout, equipment, fixtures and signs for a Pur Life® Medical business. You will be responsible for retaining a licensed architect designated or approved by us, who will then prepare architectural and/or mechanical and engineering plans and specifications as may be required by, and which comply with, all applicable ordinances, building codes, permit and lease requirements applicable to the Premises. You must submit final construction plans and specifications to us for our approval before you begin construction at the Premises and must construct the Franchised Business and secure all manner of construction and operational approvals in accordance with those approved plans and specifications.

3.3 Development of the Franchised Business. You agree at your expense to do the following by the Opening Deadline set forth in **Exhibit 1**: (a) secure all financing required for operating and development capital to fully develop, fund and operate the Franchised Business in accordance with this Agreement and the System; (b) obtain all required building, utility, sign, health, sanitation and business permits and licenses and any other required permits and licenses necessary to operate a Clinic at the location; (c) construct the Franchised Business according to the approved construction plans and specifications; (d) decorate the Franchised Business in compliance with the approved plans and specifications; (e) purchase and install all required

equipment, furniture, furnishings and signs; **(f)** cause the training requirements of Section 4 to be completed; **(g)** purchase an opening inventory of products and other supplies and materials; **(h)** provide proof, in a form satisfactory to us, that your operation of the franchise at the Franchised Business does not violate any applicable state or local zoning or land use laws, ordinances, or regulations, or any restrictive covenants that apply to such location; **(i)** provide proof, in a form satisfactory to us, that you (and/or your General Manager, as defined in Section 4.1, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by the Franchised Business and that your organizational structure is consistent with all legal requirements; **(j)** provide proof, in a form satisfactory to us, that you have obtained all required insurance policies, and have named us as an additional insured under all such policies; **(k)** submit to us a completed copy of the grand opening checklist we provide to you; **(l)** do any other acts necessary to open the Franchised Business; **(m)** obtain our written approval to open the Franchised Business; **(n)** engage all necessary staff, including, but not limited to, medical directors and/or other medical professionals, required by law to legally operate your franchise; and **(o)** open the Franchised Business.

3.4 Computer System.

3.4.1 General Requirements. You agree to exclusively use in the development and operation of the Franchised Business the computer terminals/billing systems and operating software ("**Computer System**") that we periodically specify, which we may periodically modify. As part of the Computer System, we may require you to obtain specified computer hardware and/or software, including without limitation a license to use point of sale software developed by us or others. Our modification of these specifications for the components of the Computer System may require you to incur costs to purchase, lease and/or obtain by license new or modified computer hardware and/or software, and to obtain service and support for the Computer System during the term of this Agreement. You acknowledge that we cannot estimate the future costs of the Computer System (or additions or modifications thereto), and that the cost to you of obtaining the Computer System (or additions or modifications thereto), including software, may not be fully amortizable over the remaining term of this Agreement. Nonetheless, you agree to incur those costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications thereto).

Within 60 days after notice from us, you agree to obtain the components of the Computer System that we designate and require. You further acknowledge and agree that we and our affiliates have the right to charge a reasonable fee for software or systems installation services; modifications and enhancements specifically made for us or our affiliates that are licensed to you; and other maintenance and support Computer System-related services that we or our affiliates furnish to you. You have sole responsibility for: **(a)** the acquisition, operation, maintenance, and upgrading of your Computer System; **(b)** the manner in which your Computer System interfaces with our computer system and those of third parties; and **(c)** all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded.

3.4.2 Software. We will provide you access to proprietary and nonproprietary management software ("**Software**"), which you will be required to install onto the Computer System and use in the daily operation of the Franchised Business. In addition, we may, at any time and from time to time, contract with one or more software providers, business service providers,

or other third parties ("**Service Provider**") to develop, license or otherwise provide to or for the use and benefit of you and other franchisees certain software, software applications, and software maintenance and support services related to the Computer System that you must or may use in accordance with our instructions with respect to your Computer System. You will be expected to use the point of sale and electronic medical records software that we specify in our Operations Manual.

3.5 Equipment, Furniture, Fixtures, Furnishings and Signs. You agree to use in the development and operation of the Franchised Business only those brands, types, and/or models of equipment, furniture, fixtures, furnishings, and signs we have approved.

3.6 Franchised Business Opening. You agree not to open the Franchised Business until: **(a)** all of your obligations under Sections 3.1 through 3.5 have been fulfilled; **(b)** we determine that the Franchised Business has been constructed, decorated, furnished, equipped and stocked with materials and supplies in accordance with plans and specifications we have provided or approved; **(c)** you and any of your employees whom we require complete our pre-opening Initial Training (as defined herein) to our satisfaction; **(d)** the Initial Franchise Fee and all other amounts due to us have been paid; **(e)** you have furnished us with copies of all insurance policies required by Section 11.8 or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; and **(f)** we have approved any marketing, advertising, and promotional materials you desire to use, as provided in Section 12.2.

4. TRAINING.

4.1 General Manager. At your request, we may, but are not obligated to, agree for you to employ a general manager to operate the Franchised Business ("**General Manager**"). The term "General Manager" means an individual with primary day-to-day responsibility for the Franchised Business' operations and may or may not be you (if you are an individual) or an Owner, officer, director, or employee of yours (if you are other than an individual). We have the right to require that the General Manager have an equity interest in the Franchised Business.

The General Manager will be obligated to devote full time, best efforts, and constant personal attention to the Franchised Business' operations, and must have full authority from you to implement the System at the Franchised Business. You must not hire any General Manager or successor General Manager without first receiving our written approval of such General Manager's qualifications. Each General Manager and successor General Manager must attend and complete our Initial Training (as defined herein). No General Manager may have any interest in or business relationship with any business competitor of your franchise. Each General Manager must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information described in Section 10, and to abide by the covenants not to compete described in Section 10.3. You must forward to us a copy of each such signed agreement. If we determine, in our sole discretion, during or following completion of the Initial Training program, that your General Manager is not qualified to act as General Manager of the Franchised Business, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

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

4.2.1 No later than 30 days before the Franchised Business opens, you must attend our initial training program for your Franchised Business ("**Initial Training**") at the time and place we designate. You (if you are an individual) or at least one of your Owners (if you are a legal entity) must complete the Initial Training to our satisfaction. If you employ a General Manager other than yourself or one of your Owners, that General Manager must also complete the Initial Training to our satisfaction. Other employees may complete the Initial Training at your sole discretion and expense, provided you first obtain our approval and subject to availability of facilities and materials. The Initial Training may include classroom instruction and Franchised Business operation training and will be furnished at our training facility in Chatham, New Jersey, your Franchised Business, virtually, and/or at another certified training location we designate in our sole discretion. Our Initial Training programs may be different for each employee depending on their responsibilities at the Franchised Business. There will be no tuition charge for the persons whom we require to attend any Initial Training program or for any additional personnel of your choosing. All persons who attend our Initial Training must attend and complete the Initial Training to our satisfaction. If we, in our sole discretion, determine that any General Manager or employee who attends any Initial Training program is unable to satisfactorily complete such program, then you may not allow that person to work at your Franchised Business, and must identify a substitute General Manager or employee who must enroll in the Initial Training program within 15 days thereafter and complete the Initial Training to our satisfaction.

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

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

4.2.4 You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend our Initial Training and/or any mandatory or optional training we provide.

4.2.5 We may require your employees to periodically and on an ongoing basis take and pass an online computer training course and/or exam. While there is no cost to take such training, we may require all employees and staff to pass such training to our satisfaction before they may begin working at your Franchised Business.

4.2.6 The Franchised Business' General Manager (if any) and other employees will obtain all certifications and licenses required by law in order to perform their responsibilities and duties for the Franchised Business.

5. GUIDANCE; OPERATIONS MANUAL.

5.1 Guidance and Assistance. During the term of this Agreement, we may periodically furnish you guidance and assistance with respect to: **(a)** specifications, standards, and operating procedures used by Pur Life® Medical businesses; **(b)** purchasing approved equipment, furniture, furnishings, signs, materials and supplies; **(c)** development and implementation of local advertising and promotional programs; **(d)** general operating and management procedures; **(e)** establishing and conducting employee training programs for your Franchised Business; and **(f)** changes in any of the above that periodically occur. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, operations manuals and other written materials ("**Operations Manual**" or "**Manual**"), and/or telephone consultations and/or personal consultations at our offices or your Franchised Business. If you request, and if we agree to provide, any additional, special on-premises training of your personnel or other assistance in operating your Franchised Business, then you agree to pay a daily training fee in an amount to be set by us, and all expenses we incur in providing such training or assistance, including any wages or compensation owed to, and travel, lodging, transportation, and living expenses incurred by, our Company personnel.

5.2 Operations Manual. We will provide you with our Operations Manual which will contain mandatory and suggested specifications, standards and operating procedures that we prescribe from time to time for your Franchised Business, as well as information relative to other obligations you have in the operation of the Franchised Business. The Operations Manual may be composed of or include audio recordings, video recordings, computer disks, compact disks, and/or other written or intangible materials. We may make all or part of the Operations Manual available to you through various means, including the Internet or an Intranet. A previously delivered Operations Manual may be superseded from time to time with replacement materials to reflect changes in the specifications, standards, operating procedures and other obligations.

In operating the Franchised Business, you must keep your copy of the Operations Manual current. If you and we have a dispute over the contents of the Operations Manual, then our master copy of the Operations Manual will control. You agree that you will not at any time copy any part of the Operations Manual, permit it to be copied, disclose it to anyone not having a need to know its contents for purposes of operating your Franchised Business, or remove it from the Franchised Business without our permission. You will be liable to us for any damages arising out of you allowing the manual to fall into the hands of any unauthorized persons, including any attorneys' fees or cost we incur as a result of have to address such issues. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, then you must obtain a replacement copy for us at our then-applicable charge.

5.3 Modifications to the System. We will continually be reviewing and analyzing developments in the healthcare and medical industries, as well as developments in fields related to small-business management and based upon our evaluation of this information, may make changes in the System, including but not limited to, adding new components to services offered and

equipment used by Pur Life® Medical businesses. Moreover, changes in laws regulating the services offered by Pur Life® Medical businesses may: (a) require us to restructure our franchise program; (b) require your General Manager (if any) and employees to obtain additional licenses or certifications; (c) require you to retain or establish relationships with additional professionals and specialists in the medical and/or healthcare industries; and/or (d) require you to modify your ownership or organizational structure. You agree, at our request, to modify the operation of the Franchised Business to comply with all such changes, and to be solely responsible for all related costs.

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

6. FEES AND COSTS.

6.1 Initial Franchise Fee. You agree to pay us an initial franchise fee equal to the amount set forth on **Exhibit 1** ("Initial Franchise Fee") when you sign this Agreement. In recognition of the expenses we incur in furnishing assistance and services to you, you agree that we will have fully earned the Initial Franchise Fee and that is non-refundable when you sign this Agreement.

6.2 Royalty Fees. You must pay us a continuing Royalty fee that is equal to the greater of: (a) six percent (6%) of the Gross Revenue of Franchisee's Franchised Business; and (ii) a minimum royalty (the "Minimum Royalty") amounting to (a) \$1,500 per month over the first six (6) calendar months following the earlier of actual opening or required opening date of the Franchised Business, and (b) \$3,000 per month in each subsequent calendar month comprising the term of this Agreement (collectively, the "Royalty Fee"). We reserve the right to change the time and manner of payment of your Royalty Fee at any time upon written notice to you.

a. The Royalty Fee obligation commences upon the earlier of the date the Franchised Business is opened by you or the required opening date set forth on Exhibit 1.

b. In the event the Royalty Fees paid to us in connection with a given month of Center operations does not amount to the applicable Minimum Royalty for that month of operation, then we have the right to collect a shortfall payment via your EFT account amounting to (a) the applicable Alternative Recurring Amount for that month, less (b) the Royalty Fees actually paid to Us in connection with that month of operations.

c. The Royalty Fee, as well as all other recurring fees described in this Agreement, may be collected or remitted directly to us using any of the method described more fully in Section 7.6 of this Agreement.

d. Conditional Recurring Fee in Lieu of Royalty Fee Collection. If and only if the Legal Opinion Letter (if applicable) prepared by Franchisee's legal counsel advises that Franchisee is not permitted to remit the Royalty Fee as set forth in this Agreement without violating certain state or other laws and regulations applicable to where the Franchised

Business is located, then the parties agree and acknowledge that the Franchisee will remit the following recurring amount to Franchisor in lieu of the Royalty Fee obligation:

ALTERNATIVE RECURRING AMOUNT

Calendar Month (Full or Partial) of Operation Following Earlier of Opening Date and Required Opening Deadline	Monthly Alternate Recurring Amount due in that Calendar Month of Operation
Months 0-6	\$1,500 Per Month
Months 7-12	\$3,000 Per Month
Months 13-24	\$5,000 Per Month
Months 25-36+	\$8,000 Per Month

During any applicable Successor Term, we have the right to determine the Alternative Recurring Amount but such amount shall not be less than the Alternative Recurring Amount applicable after month 36 and shall be subject to increase as determined by us. In the event of a transfer, the starting Alternative Recurring Amount shall be based upon the number of months the Franchised Business had been operating prior to the transfer.

Gross Revenue - means the total of all revenues and income generated by the Center (whether operated through a DCO Model or an MSO Model), including the revenue generated from the sale of all products and services (including branded products and services) offered at or from the Center and all other income or revenue of every kind and nature related to, derived from, or originating from the Center, whether at retail or wholesale, including any off-premises services, mobile centers, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees, dues and all other charges, and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes you collect that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. All barter or exchange transactions in which the Center furnishes products or services in exchange for products or services provided to Center by a vendor, supplier or Patient will, for the purpose of determining Gross Revenue, be valued at the full retail value of the products or services so provided to Center.

Under the DCO Model, you will collect all Center Gross Revenue. Under the MSO Model, the Medical Professional will collect all Center Gross Revenue. The percentage Royalty is based solely on the amount of the Gross Revenue of the Center for both models. If you operate the MSO Model, your Royalty is not based on the revenue you derive from the delivery of MSO Services to the Center.

All Royalties collected must comply with federal, state, and/or local government laws, rules or regulations. If we determine that this calculation and collection of Royalties is invalid or unenforceable, we will give you 60 days' written notice, and will replace any invalid or unenforceable calculation or collection

You must submit a monthly Gross Revenue report to us by the final business day of each month, detailing your Gross Revenue from the preceding calendar month. This report should include your calculated Royalty Fee, Brand Fee (if applicable), and any other information reasonably requested by us ("Gross Revenue Report"). Additionally, we reserve the right to require you to use a Computer System and/or related software that grants us automatic access to these Gross Revenue Reports.

6.3 Regional and National Brand Fund Fee. Recognizing the value of advertising to the goodwill and public image of franchises, we may, in our sole discretion, establish, maintain and administer one or more regional and/or national advertising funds ("**BrandBrand Fund (s)**") for such advertising, as we may deem necessary or appropriate in our sole discretion. However, we may choose to use only one BrandBrand Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. You agree to contribute to the BrandBrand Fund a percentage of gross revenues of the Franchised Business in an amount we designate, up to a maximum of 2% of Gross Revenues. As of the date of this Agreement, the current required contribution to the Brand Fund is 2% of Gross Revenues. These brand building fees ("**Brand Fund Fees**") will be payable with and at the same time as your Royalty Fees payable under Section 6.2. We reserve the right to rebate some portion of Brand Fund Fees back to you if we determine we have collected more Brand Fund Fees in any given calendar year than we need to conduct regional or system-wide advertising in that year. A further description of the Brand Fund and your obligations with respect to advertising and promoting the Franchised Business is found in Section 12 of this Agreement.

7. LOCAL ADVERTISING.

7.1.1 Start-Up Advertising and Promotions Period. You acknowledge that local advertising is required to advise the public of your new franchised Center. For the first 90 days prior to your Projected Opening Date ("**Start-Up Advertising and Promotions Period**") and continuing through the first 30 days after you open your franchised Center, you must spend a total of \$40,000.00 on promotional advertising, marketing, and public relations efforts within the Territory ("**Start-Up Advertising and Promotions Expense**"). You further acknowledge that you are solely responsible for managing lead intake and booking appointments during the Start-Up Advertising and Promotions Period. Initial marketing spend should be focused on promoting the initial launch and operations of your franchised Center, and conducting pre-opening sales campaigns or calls to generate potential client consultations, wellness assessments, appointments, and interest for the public opening of your franchised Center.

7.1.2 On Going Local Advertising Requirements. Upon the expiration of the Start-Up Advertising and Promotions Period, and during the remaining Term, you must spend a minimum of \$3,500 per month ("**Minimum Local Advertising Requirement**") for advertising and promotion within the Territory. You must satisfy your Minimum Local Advertising Requirement by investing in the media and other brand building activities as we require from time to time in the Operations Manual. We may require you to use one or more required suppliers or vendors for your local advertising. All proposed local advertising must be submitted to and approved by us before you enter into any advertising agreements. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-

to-date report of the total amount spent on local advertising. Expenditures that you incur for any of the following shall not qualify as local advertising for purposes of this Section 7.1.2 unless approved in advance by us: (a) salaries, expenses or benefits of any of your employees, including expense for attendance at advertising meetings or activities; (b) in-store materials consisting of furniture or equipment; or (c) seminar and educational costs and expenses of your employees.

7.1.3 Local and Regional Advertising Cooperative. If more than one franchisee is located in a Designated Market Area ("**DMA**"), we reserve the right to form, or require you and the other Pur Life® Medical franchisees in the DMA to form, a local or regional advertising cooperative ("**Ad Co-op**"). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. We may require you to join any Ad Co-op and contribute to its funding. The amount you pay to your Ad Co-op will be determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Section 12.2.

7.2 Software. You will be responsible for the cost of purchasing and installing certain software for your Franchised Business. We may require you to pay these fees to us or directly to the software vendors. Our required software will be set forth in our Operations Manual. Currently, you will be required to use the following software at your Clinic:

7.2.1 Point of Sale and Electronic Medical Records Software. You are responsible for all costs associated with the purchase and installation of the point of sale and electronic medical records software ("**POS and EMR Software**") we designate. For each month during the term of this Agreement, you must pay the then-current on-going fee for the POS and EMR Software, which will be debited from your bank account ("**Account**") on the 5th day of each month for the preceding month (or such other day we specify in the Operations Manual), unless we require you to pay a vendor directly. We reserve the right to increase the POS and ERM Software Fee following 30 days' prior written notice.

7.2.2 CRM and LMS System and Other Related Software. You are responsible for all costs associated with the purchase and installation of our CRM and LMS system. For each month during the term of this Agreement, you must pay the then-current on-going technology fee ("**Technology Fee**") for the right to use our software (Intranet/CRM/LMS), access to email, High Level, webpage hosting, webpage widgets, landing pages, and automation software for your franchise. The Technology Fee will be debited from the Account on the 5th day of each month for the preceding month (or such other day we specified in the Operations Manual), unless we require you to pay a vendor directly. We reserve the right to increase the Technology Fee following 30 days' prior written notice. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your Franchised Business.

7.3 Relocation Fee. If you must relocate the Premises of your Franchised Business for any reason, you must pay to us a franchise relocation fee ("**Relocation Fee**") of \$2,500. The Relocation Fee will help the Company defray the costs of accepting a new location, reviewing and approving plans for the new location, and updating Company records and marketing materials to reflect the new location.

7.4 Late Payments. If any payment due under this Agreement is not received by Franchisor by the scheduled date due, you will be in default under this Agreement. If any payment is overdue, interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full. You must pay interest to the us, in addition to the overdue amount, at a rate of the greater of (a) 1.5% per month (18% per year), or (b) highest commercial contract interest rate applicable laws permit. You must pay us \$100 if a check that you provide to us is dishonored by the bank or if your EFT Account does not have sufficient funds to cover amounts owed to us under this Agreement.

7.5 Electronic Funds Transfer; Method of Payment; EFT Account Authorization. We have the right to collect any and all fees described in this Section 6 via any method that we determine appropriate, including without limitation: (i) by collecting the amounts owed directly through any payment processing software that we designate for use in connection with the Franchised Business before the balance of any Gross Revenue collected via such software is remitted to Franchisee; and/or (ii) via an electronic funds transfer program (the “**EFT Program**”) under which we automatically deduct all payments owed to us under this Agreement, or any other agreement between you and us or our affiliates, from the bank account you provide to us for use in connection with EFT Program (the “**EFT Account**”).

In the event any amounts are collected from or remitted to you via an EFT Program, you must immediately deposit all revenues from operation of the Franchised Business into this bank account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, you must provide us with: (i) your bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, you must sign and provide to us and your bank, all documents, including our form of EFT Authorization Form, necessary to effectuate the EFT Program and our ability to withdraw funds from such bank account via electronic funds transfer. you must notify us in writing within five business days of any change in your banking relationship, including any change to the EFT Account.

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

7.7 Modification of Payments. If, by operation of law or otherwise, any fees included in the definition of Gross Revenues cannot be based upon Gross Revenues, then you and we agree to negotiate in good faith an alternative fee arrangement. If you and we are unable to reach an agreement on an alternative fee arrangement, then the Company reserves the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 16 will apply.

7.8 Restructuring of Fees. If at any time during the Term, we or our outside legal counsel interpret Applicable Law or there is a change to Applicable Law that, in either case, would cause (i) the reduction of, prevention or restriction upon you to pay us the full amount of the fees intended to be payable hereunder, including a royalty or any other fees based upon on the entire gross revenues received by you, your Affiliates and their business relationships from the benefits

provided under this Agreement, or (ii) the imposition of unintended or unanticipated obligations on us (e.g., joint employment with you or your employees), then we may add to, modify or restructure the arrangements and payment obligations under this Agreement (including the Manuals) to allow the full or a comparable amount of the payments intended to be paid by you to us and for any and all new costs imposed on us to be reimbursed or paid by you. You shall cooperate with us in connection with any required or necessary changes, including payment of the Alternate Recurring Amount in lieu of the otherwise required Royalty Fee.

8. MARKS.

8.1 Ownership and Goodwill of Marks. You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to your operation of the Franchised Business pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures we periodically prescribe during the term of this Agreement. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of electronic media, such as Websites (as defined herein) or web pages, or as a domain name or electronic media identifier. If you make any unauthorized use of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by your use will inure exclusively to our benefit and the benefit of our affiliates and that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate the Franchised Business in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we may authorize and/or license you to use during the term of this Agreement.

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

8.3 Notification of Infringements and Claims. You agree to immediately notify us in writing of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which you become aware. You agree not to communicate with anyone except us and our counsel in connection with any such infringement, challenge, or claim. We have the right to exclusively control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Mark. You agree to sign any documents, render any assistance,

and do any acts that our attorneys say is necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

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

8.5 Indemnification of Franchisee. We agree to indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark pursuant to, and in compliance with, this Agreement and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim, and have otherwise complied with this Agreement. We do not agree to compensate you if we require you to modify or discontinue using the marks.

9. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION..

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

9.2 No Liability, No Warranties. We have not authorized or empowered you to use the Marks except as provided by this Agreement and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us, for any indebtedness or obligation of yours. Except as expressly authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other, or represent that your and our relationship is other than that of franchisor and Franchisee.

9.3 Indemnification. We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to you or any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act. We will have no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied against you or your assets, or on us, in connection with the business you conduct, or any payments you make to us pursuant to this Agreement (except for our own income taxes). We will not assume any liability

or be deemed liable for any agreements you enter with any third parties, whether or not they are an approved or required vendor.

You agree to indemnify, defend, and hold us, our affiliates and our and their respective owners, directors, officers, employees, agents, successors, and assigns ("**Indemnitees**"), harmless against, and to reimburse such Indemnitees for, all such obligations, damages, and taxes for which any Indemnitee may be held liable, and for all costs the Indemnitee reasonably may incur in the defense of any such claim brought against the Indemnitee, or in any such action in which the Indemnitee may be named as a party, including without limitation actual and consequential damages; reasonable attorneys', accountants', and/or expert witness fees; cost of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Each Indemnitee has the right to defend any such claim against it.

You further agree to hold us harmless and indemnify and defend us for all costs, expenses, and/or losses we incur in enforcing the provisions of this Agreement, defending our actions taken relating to this Agreement, or resulting from your breach of this Agreement, including without limitation reasonable attorneys' fees (including those for appeal), unless, after legal proceedings are completed, you are found to have fulfilled and complied with all of the terms of this Agreement. Your indemnification obligations will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

10. CONFIDENTIAL INFORMATION; NON-COMPETITION..

10.1 Types of Confidential Information. We possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by us, including but not limited to: **(a)** services and products offered and sold at Pur Life® Medical businesses, including all systems, protocols, operations, etc. to facilitate and administer these services and products; **(b)** knowledge of sales and profit performance of any one or more Pur Life® Medical businesses; **(c)** knowledge of sources of products sold at Pur Life® Medical businesses, advertising and promotional programs, and image and decor; **(d)** the Pur Life® Medical Software and any other propriety software we develop or require you to use to operation your Franchised Business; **(e)** methods, techniques, formats, specifications, procedures, information, systems, and knowledge of, and experience in, the development, operation, and franchising of Pur Life® Medical businesses; **(f)** customer lists, records, membership agreements and/or contracts; **(g)** information about the names and identity of our vendors and suppliers; and **(h)** the selection and methods of training employees. We will disclose much of the above-described information to you in advising you about site selection, providing our Initial Training, the Operations Manual, the Pur Life® Medical Software and any other required software, and providing guidance and assistance to you under this Agreement.

If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of the Franchised Business ("**Improvement**"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any such Improvement will become our sole property and we will be the sole owner of all related patents, patent applications, and other intellectual property rights. Such Improvements will be deemed "Confidential Information." You and your Owners: **(i)** hereby assign to us any rights you or they

may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto; **(b)** agree to assist us in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights; and **(c)** hereby irrevocably designate and appoint us as your and their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. If the foregoing provisions of this Section are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to us a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe your or their rights therein.

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

10.2 Non-Disclosure Agreement. You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchised Business, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information belongs to us, may contain trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you: **(a)** will not use the Confidential Information in any other business or capacity; **(b)** will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; **(c)** will not make unauthorized copies of any portion of the Confidential Information disclosed in written form or another form that may be copied or duplicated; and **(d)** will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation restrictions on disclosure to your employees and the use of non-disclosure and non-competition agreements we may prescribe or approve for your shareholders, partners, members, officers, directors, employees, independent contractors or agents who may have access to the Confidential Information.

10.3 Non-Competition Agreement. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure, and would be unable to encourage a free exchange of ideas and information among Pur Life® Medical businesses, if franchisees were permitted to hold interests in any business that offers products or services the same as or similar to those offered or sold at a Pur Life® Medical business ("**Competitive Business**"). Therefore, during the term of this Agreement, neither you, nor any Owner, nor any member of your immediate family or of the immediate family of any Owner, will perform services for, or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative or agent in any Competitive Business. For Medical Services, this is specific to a non-chain, non-franchised, independent clinic. The ownership of 1% or less of a publicly traded company will not be deemed to be prohibited by this Section. Upon expiration or termination of this Agreement for any reason, you agree not to engage in a Competitive Business

for a period of 2 years after the termination or expiration and within 25 miles of the Premises or any other Pur Life® Medical business.

You agree to have each employee of your Franchised Business sign a separate, individual non-disclosure agreement. Those employees who will be given specialized knowledge and/or training to perform functions in your Clinics must also sign a separate, individual non-compete form that we will provide to you to prevent them from leaving with proprietary knowledge and training and starting their own practices or bringing these to a competing clinic.

11. FRANCHISED BUSINESS OPERATING STANDARDS..

11.1 Condition and Appearance of the Franchised Business. You agree that:

11.1.1 Neither the Franchised Business nor the Premises will be used for any purpose other than the operation of the Franchised Business in compliance with this Agreement.

11.1.2 You will maintain the condition and appearance of the Franchised Business; its equipment, furniture, furnishings, and signs; and the Premises in accordance with our standards and consistent with the image of a Pur Life® Medical business as an efficiently operated business offering high quality services and observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance and in that connection will take, without limitation, the following actions during the term of this Agreement: **(a)** thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at reasonable intervals; **(b)** interior and exterior repair of the Premises; and **(c)** repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings and signs.

11.1.3 You will not make any material alterations to the Premises or the appearance of the Franchised Business, as originally developed, without our advance written approval. If you do so, we have the right, at our option and at your expense, to rectify alterations we have not previously approved.

11.1.4 You will promptly replace or add new equipment when we reasonably specify in order to meet changing standards or new methods of service.

11.1.5 You will spend at least \$10,000 every 4 years in remodeling, expansion, redecorating and/or refurbishing of the Premises and the Franchised Business if deemed necessary by us (any changes to the decoration or furnishing of the Premises must be approved by us).

11.1.6 Following notice from us, you will engage in remodeling, expansion, redecorating and/or refurbishing of the Premises and the Franchised Business to reflect changes in the operations of a Pur Life® Medical business that we prescribe and require of new Pur Life® Medical franchisees, provided that: **(a)** no material changes will be required unless there are at least 2 years remaining on the Initial Term (any changes to the decoration or furnishing of the Premises must be approved by us); and **(b)** we have required the proposed change in at least 25% of all similarly situated Company and affiliate-owned Pur Life® Medical businesses and have undertaken a plan to make the proposed change in the balance of such Company and affiliate-owned Pur Life® Medical businesses (any expenditures incurred pursuant to this Section 11.1.6 will apply to the requirement in Section 11.1.5).

11.1.7 You will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve.

11.1.8 If at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the premises of the Franchised Business or its fixtures, equipment, furniture, or signs do not meet our standards, then we will have the right to notify you specifying the action you must take to correct the deficiency. If you do not initiate action to correct such deficiencies within 10 days after receipt of our notice and then continue in good faith and with due diligence a bona fide program to complete any required maintenance or refurbishing, then we will have the right, in addition to all other remedies available to us at law or under this Agreement, to enter the Premises or the Franchised Business and perform any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand.

11.2 Services and Products. You agree that: **(a)** the Franchised Business will offer for sale all services and products that we from time to time specify for Pur Life® Medical businesses; **(b)** the Franchised Business will offer and sell approved services and products only in the manner we have prescribed; **(c)** you will not offer for sale or sell at the Franchised Business, the Premises, or any other location any services or products we have not approved; **(d)** all products will be offered at retail prices, and you will not offer or sell any products at wholesale prices; **(e)** you will not use the Premises for any purpose other than the operation of the Franchised Business; and **(f)** you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing.

If you use, sell or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of \$100 per day, any Royalty Fee due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products if you do not cure such default within 10 days after written notice. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Franchised Business and this Agreement if you use, sell, distribute or give away unauthorized services or products on 3 or more occasions in any consecutive 12-month period, after being provided written notice to cease such activities.

You agree to maintain an inventory of approved products sufficient in quantity and variety to realize the full potential of the Franchised Business. We may periodically conduct market research and testing to determine consumer trends and the salability of new services and products. You agree to cooperate by participating in our market research programs, test marketing new services and products in the Franchised Business and providing us with timely reports and other relevant information regarding such market research. In connection with any such test marketing, you agree to offer a reasonable quantity of the products or services being tested and effectively promote and make a reasonable effort to sell them.

11.3 Approved Products, Distributors and Suppliers. We have developed or may develop various unique products or services that may be prepared according to our formulations. We have approved, and will continue to periodically approve, specifications for suppliers and distributors (which may include us and/or our affiliates) for products or services required to be

purchased by, or offered and sold at, Pur Life® Medical businesses, that meet our standards and requirements, including without limitation standards and requirements relating to product quality, prices, consistency, reliability, and customer relations. You understand and acknowledge we will not be liable to you or anyone else for any damages or claims arising out of or resulting from the acts or omissions any supplier and distributor of products or services, whether or not such supplier or distributor is an approved or required supplier or distributor of products or services.

You agree that the Franchised Business will: **(a)** purchase any required products or services in such quantities as we designate; **(b)** utilize such formats, formulae and packaging for products or services as we prescribe; and **(c)** purchase all designated products and services only from distributors and other suppliers we have approved. If we designate a required supplier or distributor during the term of this Agreement, you must begin to use that required supplier or distributor with 30 days of the date we notify you that you must use that supplier or distributor, unless we designate a longer period for you to switch or convert over to such supplier or distributor. Your failure or refusal to do so will constitute a breach of this Agreement.

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

If you would like to purchase any items from an unapproved supplier, you must submit to us a written request for approval of the proposed supplier. We have the right to inspect the proposed supplier's facilities and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier does not continue to meet any of our criteria.

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

11.4 Hours of Operation. You agree to keep the Franchised Business open for business at such times and during such hours as we may periodically prescribe.

11.5 Specifications, Standards and Procedures. You agree to comply with all mandatory specifications, standards and operating procedures relating to the appearance, function, cleanliness, sanitation and operation of the Franchised Business. Any mandatory specifications,

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

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

All advertising you employ must be completely factual, in good taste (in our judgment), and conform to the highest standards of ethical advertising and all legal requirements. You acknowledge that the practice of medicine is a regulated profession and that certain marketing requirements need to be engaged in a manner that conforms to federal, state, and/or local laws, regulations, or codes. You will be required to inform yourself of those requirements and strictly comply with their protocols. You agree that in all dealings with us and any of our affiliates, other franchisees, your customers, your suppliers, and public officials, you will adhere to all manner of code, regulation and law and the highest standards of honesty, integrity, fair dealing and ethical conduct. You further agree to refrain from any business or advertising practice that may be legally non-compliant or harmful to the business of the Company, the Franchised Business, and/or the goodwill associated with the Marks and other Pur Life® Medical businesses.

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

You agree that the Company will have the right to conduct periodic background and/or credit checks on you or any of your Owners. You agree to cooperate by providing any necessary information or authorizations necessary to conduct such background or credit checks. You

understand and acknowledge that the purpose of such background and credit checks is to verify compliance with your duty to report adverse legal or financial changes that may adversely affect the operation of the Franchised Business, the reputation of the Franchised Business or the Company, and/or the goodwill associated with the Marks or the validity of the Agreement.

11.7 Management and Personnel of the Franchised Business. Unless we approve your employment of a General Manager to operate the Franchised Business as provided in Section 4.1, you must actively participate in the actual, on-site, day-to-day operation of the Franchised Business and devote as much of your time as is reasonably necessary for the efficient operation of the Franchised Business. If you are other than an individual, then at least 1 Owner, director, officer, or other employee of you whom we approve must comply with this requirement. If we agree that you may employ a General Manager, then the General Manager must fulfill this requirement. Any General Manager must obtain all licenses and certifications required by law before assuming his or her responsibilities at the Franchised Business. You will ensure that your employees and independent contractors of the Franchised Business have all licenses as may be required by law and hold or are pursuing any licenses, certifications, and/or degrees required by law or by us in the Operations Manual, as updated from time to time.

You will be exclusively responsible for the terms of your employees' and independent contractors' employment and compensation, and for the proper training of your employees and independent contractors in the operation of the Franchised Business. You must establish any training programs for your employees and/or independent contractors that we may periodically prescribe in writing. In order to protect and maintain the goodwill of the Marks and the system, you must require all employees and independent contractors to maintain a neat and clean appearance and conform to the standards of dress that we specify in the Operations Manual, as periodically updated. Each of your employees and independent contractors must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information, proprietary information and trade secrets as described in Section 10.1 and to abide by the covenants not to compete described in Section 10.3. You must forward to us a copy of each such signed agreement. In order to protect and maintain the goodwill of the Marks and the System, all of your employees and independent contractors must render prompt, efficient and courteous service to all customers of the Franchised Business.

Notwithstanding any of the provisions in this Agreement or any other agreements with us, you understand that we will not have any duty or obligation to operate your Franchised Business, to direct or supervise your employees, or to oversee your employment policies or practices, and that you will be solely responsible for such activities, as well as all other day-to-day activities and operations relating to your Franchised Business.

11.8 Insurance. You must, at your expense, procure and maintain in full force and effect insurance policies, in such amounts and on such terms, as prescribed by us in the Operations Manual, by an insurance company which is acceptable to and approved by us at all times during the term of this Agreement, licensed in the state where coverage is provided, and carries an A.M. Best rating of at least A-VII. You must obtain such policies before opening the Center. The policies must provide coverage against claims of any person, employee, customer, agent or otherwise in an amount per occurrence of not less than such amount set forth in the Operations Manual and adjusted by us periodically in our sole discretion. Insurance policies must insure you, us, and our

and your respective Affiliates, officers, stockholders, directors, and all other parties designated by us, as additional named insureds against any liability that may accrue against them by reason of ownership, maintenance or operation by you of the Franchised Business.

The policies must also stipulate that we will receive a 30-day prior written notice of cancellation, non-renewal, or elimination, and must contain endorsements by the insurance companies waiving all rights of subrogation against us. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us, including original endorsements affecting the coverage required by this Section, must be furnished to us by you, together with proof of payment, prior to the opening of the Franchised Business. You must also furnish us with certificates and endorsements evidencing such insurance coverage within 10 days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. Notwithstanding the foregoing, your failure to obtain insurance constitutes a material breach of this Agreement entitling us to terminate this Agreement or exercise any or a combination of the other default remedies set forth in this Agreement. You must also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance. Nothing in this Agreement will prevent you from purchasing insurance with coverage amounts in excess of the coverage amounts required by us.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Franchised Business and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage, which indemnity will survive the termination or expiration and non-renewal of this Agreement. In addition to the requirements of this Section 11.8, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required in connection with your lease or purchase of the Premises.

Your obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under Section 8 of this Agreement.

11.9 Credit Cards and Other Methods of Payment. You must at all times have arrangements in existence with Visa, Master Card, American Express, Discover and any other credit and debit card issuers or sponsors, check verification services and electronic fund transfer systems that we periodically designate in order that the Franchised Business may accept customers' credit and debit cards, checks, and other methods of payment. We may require you to obtain such services through us or our affiliates.

11.10 Pricing. To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that the Franchised Business offers, including without limitation, prices for promotions in which all or certain Pur Life® Medical businesses participate. If we establish such prices for any services or products, you agree not to exceed or reduce that price, but will charge the price for the service or product that we establish.

You hereby agree to apply any pricing matrix or schedule established by us. If you wish to offer an alternate pricing matrix, you must obtain our prior written approval, which approval we may withhold in our sole and absolute discretion subject applicable law in the state where your Franchised Business will be located.

11.11 Restrictions on Certain Services and Operations. You understand and agree that neither you nor any PC will bill Medicare for any products or services that are offered under the Pur Life® Medical system. You agree to be responsible for any and all damages arising out of your violation of this provision, and further agree to defend and hold us harmless against any governmental or other actions arising out of or due to your violation of this provision.

12. ADVERTISING..

12.1 By Us. As stated in Section 6.3, due to the value of advertising and the importance of promoting the public image of Pur Life® Medical businesses (both franchisee- and Company-owned outlets), we will establish, maintain, and administer one or more Brand Funds to support and pay for national, regional, and/or local marketing programs that we deem necessary, desirable, or appropriate to promote the goodwill and image of all Pur Life® Medical businesses. You will contribute to the Brand Fund the Brand Fund Fee set forth in Section 6.3. We agree that any Pur Life® Medical businesses owned by us or our affiliates will contribute to the Brand Fund on at least the same basis as you do.

We will be entitled to direct all advertising programs financed by the Brand Fund , with sole discretion over the creative concepts, materials and endorsements used in them and the geographic, market and media placement and allocation of the programs. We will have the sole discretion to use the Brand Fund to pay the costs of preparing and producing video, audio and written advertising materials; administering regional, multi-regional and/or national advertising programs; including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research and other advertising and marketing firms; and paying for advertising and marketing activities that we deem appropriate, including the costs of participating in any national or regional trade shows. and providing advertising and marketing materials to Pur Life® Medical businesses. We may in our discretion use the Brand Fund to engage in advertising and promotional programs that may not benefit all Pur Life® Medical businesses. The Brand Fund will furnish you with approved advertising materials at its direct cost of producing those advertising materials. The amounts you contribute to the Brand Fund will not be used for collective media placement of advertising in television, radio, newspaper or other media for the benefit of franchisees in a local or regional market. Rather, any collective media placement for the benefit of franchisees in a local or regional market will be conducted through the local and regional advertising cooperatives described in Section 12.3.

The Brand Fund will be accounted for separately from other Company funds, and will not be used to defray any of our general operating expenses, except for any reasonable salaries, administrative costs, and overhead we may incur in activities reasonably related to the administration of the Brand Fund and its advertising programs (including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the Brand Fund). We may spend in any fiscal year an amount greater or less than the total contributions to the Brand Fund in that year. We may cause the Brand

Fund to borrow from us or other lenders to cover deficits of the Brand Fund , or to invest any surplus for future use by the Brand Fund. You authorize us to collect for remission to the Brand Fund any advertising monies or credits offered by any supplier to you based upon purchases you make. We will prepare an annual unaudited statement of monies collected and costs incurred by the Brand Fund and will make it available to you on written request.

You understand and acknowledge that the Brand Fund will be intended to maximize recognition of the Marks and patronage of Pur Life® Medical businesses (both franchisee-owned and Company-owned outlets) that are using the Marks. Although we will endeavor to use the Brand Fund to develop advertising and marketing materials and to place advertising in a manner that will benefit Franchised Businesses that are using the Marks, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Brand Fund by any Pur Life® Medical businesses operating in that geographic area, or that any Pur Life® Medical businesses will benefit directly or in proportion to its contribution to the Brand Fund. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Brand Fund .

We will have the right to terminate the Brand Fund by giving you 30 days' advance written notice. All unspent monies on the date of termination will be divided between Company and the contributing franchisees in proportion to our and their respective contributions. At any time thereafter, we will have the right to reinstate the Brand Fund under the same terms and conditions as described in this Section (including the rights to terminate and reinstate the Brand Fund) by giving you 30 days' advance written notice of reinstatement.

12.2 By Franchisee.

You must spend a minimum of \$3,500 each month you are operating your Franchised Business on local marketing for your Center ("**Minimum Local Advertising Requirement**"). You will pay this amount directly to third parties, subject to our approval. If you do not meet the Minimum Local Advertising Requirement, you may be required to pay this amount to us. This represents the minimum expenditure required for local marketing, which includes \$3000 monthly for digital ad spend, and \$500 monthly for local events, grassroots marketing efforts, and/or other marketing activities. This amount does not include any associated third-party marketing management fees.

We may require you to use one or more required suppliers or vendors for your local advertising. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures allocated by medium spend by the 30th day of each month for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising.

You agree to list and advertise the Franchised Business within your market area in those business classifications as we periodically prescribe using any standard form of advertisement we may provide.

On each occasion before first use, samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval. If you do not receive our written disapproval within 15 days from the date we receive the materials, the materials will be deemed to have been approved. You agree not to use any advertising or promotional materials that we have disapproved. You will be solely responsible and liable to ensure that all advertising, marketing, and promotional materials and activities you prepare comply with applicable federal, state, and local law, and the conditions of any agreements or orders to which you may be subject.

12.3 Local and Regional Advertising Cooperatives. You are required to join and participate in any Ad Co-ops (as defined in Section 7.1.3) covering your Franchised Business. One function of the Co-op is to establish a local or regional advertising pool for the mutual benefit of each Co-op member. All Ad Co-ops must operate according to their bylaws. We have the right to specify the manner in which any Ad Co-ops are organized and governed and may require the Ad Co-ops to be legal entities of the state where they are located. You must contribute to the Ad Co-op according to the Ad Co-op's rules, regulations and bylaws, as determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Section 12.2.

12.4 Websites and Other Forms of Advertising Media. You acknowledge and agree that any Website or Other Forms of Advertising Media (as defined below) will be deemed "advertising" under this Agreement, and will be subject to, among other things, the need to obtain our prior written approval in accordance with Sections 7 and 12.2. As used in this Agreement, "Website or Other Forms of Advertising Media" means any interactive system, including but not limited to all types of online communications, virtual applications, Internet and World Wide Web home pages, social media, or the like, including but not limited to Groupon, Living Social, Facebook, Twitter, etc., that you operate or use, or authorize others to operate or use, and that refer to the Franchised Business, the Marks, us, and/or the System. In connection with any Website or Other Forms of Advertising Media, you agree: **(a)** not to establish or use any Website or Other Forms of Advertising Media without our prior written approval; and **(b)** before establishing any Website or Other Form of Advertising Media, you will submit to us a sample of such Website or Other Form of Advertising Media format and information in the form and manner we may require.

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

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

12.5 Accounting, Reports and Financial Statements. You agree to maintain, at your expense, our POS Software and other accounting software, to act as a bookkeeping, accounting, and record keeping system for the Franchised Business. Our POS Software includes the capability

of being polled by our central computer system, which you agree to permit. With respect to the operation and financial condition of the Franchised Business, we will pull from our POS Software (if available) or require you to provide from your accounting software (in a form we designate) or in accordance with General Accepted Accounting Principles ("**GAAP**"), as the case may be, the following: **(a)** by Tuesday of each week, an electronic report of the Franchised Business' Gross Revenues due for the preceding week ending on, and including, Sunday, and any other data, information, and supporting records that we may require; **(b)** by the 30th day of each month, a profit and loss statement for the preceding calendar month, and a year-to-date profit and loss statement and balance sheet; **(c)** within 90 days after the end of your fiscal year, a fiscal year-end balance sheet, and an annual profit and loss statement for that fiscal year, reflecting all year-end adjustments; and **(d)** such other reports as we require from time to time (collectively, "**Reports**"). You agree to input all Franchised Business transactions into our POS Software and your accounting software in a timely manner to ensure that all Reports are accurate. You agree to maintain and furnish upon our request complete copies of federal and state income tax returns you file with the Internal Revenue Service and state tax departments, reflecting revenues and income of the Franchised Business or the corporation, partnership, or limited liability company that holds the Franchised Business. You agree to retain hard copies of all records for a minimum of 4 years.

13. INSPECTIONS AND AUDITS.

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

13.2 Company's Right to Audit. We have the right at any time during business hours, and without advance notice to you, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchised Business and the books and records of any corporation, limited liability company or partnership that holds the Franchised Business. You agree to fully cooperate with our representatives and any independent accountants we may hire to conduct any inspection or audit. If the inspection or audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required by this Agreement, or to furnish such reports, records, information or financial statements on a timely basis, or if an understatement of Gross Revenues for any period is determined by an audit or inspection to be greater than 2%, then you agree to pay us all monies owed, plus interest of 1.5% per month, and reimburse us for the cost of such inspection or audit, including without limitation any attorneys'

fees and/or accountants' fees we may incur, and the travel expenses, room and board, and applicable per diem charges for our employees or contractors. The above remedies are in addition to all our other remedies and rights under this Agreement or under applicable law.

14. TRANSFER REQUIREMENTS..

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

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

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

- (i) You are in substantial compliance with the terms of this Agreement.
- (ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which we would normally apply to any prospective franchisee; including, but not limited to, meeting our educational, personal, managerial and Franchised Business standards; possesses a good moral character and a good business reputation; has the aptitude and ability to operate the Franchised Business (as may be shown by prior related experience); has adequate financial resources and capital to operate the Franchised Business; is financially responsible and has a good credit rating; will be likely in our sole and absolute judgment to comply with the terms of the then-current standard franchise agreement and Operations Manual; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees.
- (iii) Your debts to us and others relating to the Franchised Business have been satisfied.
- (iv) You and the transferor have signed a general release, in a form we prescribe or that is satisfactory to us, of any claims against us and our partners, shareholders, officers, directors, employees and agents, in their corporate and individual capacities.

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

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard franchise agreement for a term equal to the remaining portion of the term on the transferor's franchise agreement and signs all related agreements (including any guarantee agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees (all then-current fees, except as stated herein must be paid by transferee), advertising contributions, training requirements and territory. Transferee will not pay the Grand Opening fee. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard territory, we may require the transferee to accept a transfer territory smaller than the Territory.

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

(viii) You or the transferor has paid us a transfer fee equal to \$30,000. You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed transfer to a new transferee where the transfer is not consummated for any reason, including, but not limited to, any attorneys' fees we incur (not to exceed \$5,000), plus costs and expenses. If you are in default of this Agreement, or any other agreement with us, in addition to the transfer fee, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default, provided that the default is curable.

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

(x) You have updated your equipment and the Premises to our then-current specifications in the Operations Manual.

(xi) We have determined that the material terms of the transfer, including the price and terms of payment, will not be so burdensome as to adversely affect the operation of the Franchised Business by the transferee.

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

No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, the Franchised Business or the Premises will be permitted without our prior written consent, which we may grant or withhold in our sole discretion. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to

exercise your right or assume the interest of you in the Franchised Business, this Agreement, any related agreement, you or the Premises due to a default under any documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

A "**Permitted Transfer**" under Section 14.2 is defined as either: **(a)** a transfer of an ownership interest in you or your entity of less than 5%, or **(b)** a transfer of any ownership interest in you or your entity to a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons, provided that neither (a) nor (b) may result in the creation of a controlling ownership stake in the transferee, whether through one or an aggregated series of such transfers. You must provide us written notice of any Permitted Transfer in you or your entity. Any individual who becomes an Owner in you due to a Permitted Transfer must (if they have not already) sign a personal guarantee agreement ("**Guarantee**") in the form of **Exhibit 2**. You and any Owners who previously signed a Guarantee will not be released from a signed Guarantee upon a Permitted Transfer, unless otherwise agreed to by us in writing. You and we will amend **Exhibit 4** if a Permitted Transfer occurs. You must pay an administrative fee of \$2,500 for any Permitted Transfers.

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

14.3.1 The legal entity's activities will be confined exclusively to operating the Franchised Business.

14.3.2 You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member.

14.3.3 Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement.

14.3.4 All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any related agreements.

14.3.5 You will maintain a current list of all partners, members or shareholders and beneficial owners of any class of stock and furnish the list to us on request.

14.3.6 Copies of the transferee's governing documents promptly will be furnished to us.

14.4 Our Right of First Refusal. If you or any other person or entity at any time determines to sell an interest in you, the Franchised Business or the Premises, you agree to immediately submit to us a true and complete copy of the offer (and any proposed ancillary agreements). The offer must apply only to an interest in you, the Franchised Business or the Premises. It must not include the purchase of any of your other property or rights (or those of your

shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of a shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you, the Franchise or the Premises will reflect the bona fide price offered and will not reflect any value for any other property or rights. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount and the proposed buyer must submit with its offer an earnest money deposit equal to at least 5% of the offering price. We will have the right, exercisable by written notice delivered to you, or the person or entity involved, within 30 days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer, but we may substitute cash, a cash equivalent or marketable securities of equal value for any form of payment proposed in the offer.

Our credit will be deemed equal to the credit of any proposed purchaser and we will have not less than 60 days to prepare for closing. We will be entitled to purchase the interest subject to all customary representations and warranties given by the seller, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If we do not exercise our right of first refusal, you or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 14.2(ii), but if the sale to the purchaser is not completed within 120 days after receipt of the offer by us, or if there is a material change in the terms of the sale, we will have an additional right of first refusal for 30 days on the same terms as were applicable to the initial right of first refusal.

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

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

14.6 Interim Operation of Franchised Business on Death or Permanent Incapacity.

Pending transfer following death or permanent incapacity, we will have the option to operate the Franchised Business on your behalf until an approved transferee is able to assume the operation of the Franchised Business for a period of up to 12 months without the consent of you, your personal representative or your successor in interest. All funds from the operation of the Franchised Business during the period of operation by us will be kept in a separate fund and all expenses we incur, including compensation, other costs and travel and living expenses ("**Management Expenses**"), will be charged to the fund. As compensation for services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to utilize reasonable efforts in operating the Franchised Business and will not be liable to you or your principals for any debts, losses or obligations incurred by the Franchised Business or to any creditor for any equipment, inventory, products, supplies or services purchased for the Franchised Business during any period in which it is operated by us.

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

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

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

15. TERMINATION..

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

15.1.1 You fail to open your Franchised Business for business by the Opening Deadline, subject to the extension set forth in Section 3.1.

15.1.2 You abandon, surrender, transfer control of, lose the right to occupy the Premises of, or do not actively operate the Franchised Business or your right to occupy the Premises is terminated for any reason.

15.1.3 You or any Owner with a direct or indirect ownership interest in you of at least 20% ("**Principal Owner**") assigns or transfers this Agreement, any Interest, the Franchised Business, or assets of the Franchised Business without complying with the provisions of Section 14.

15.1.4 You make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the

Franchised Business is attached, seized, subjected to a writ of distress, warrant, or levied upon, unless the attachment seizure, writ, warrant or levy is vacated within 30 days, or any order appointing a receiver, trustee or liquidator of you or your Franchised Business is not vacated within 30 days following the order and entry.

15.1.5 You use, sell, distribute or give away any unauthorized services or products on 3 or more occasions in any consecutive 12 month period.

15.1.6 You fail to maintain any licenses or permits necessary for the operation of the Franchised Business and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of Company, the Franchised Business and/or the goodwill associated with the Marks.

15.1.7 You or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense, which is reasonably likely to adversely affect the reputation of Company, the Franchised Business and/or the goodwill associated with the Marks.

15.1.8 You are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of Company, the Franchised Business and/or the goodwill associated with the Marks.

15.1.9 You (or any of your Owners) have made or knowingly make a material false or incomplete statement in any report submitted to us.

15.1.10 We discover that you knowingly made a material false or incomplete statement to us to obtain the franchise.

15.1.11 You (or any of your Owners) participate in in-term competition contrary to Section 10.3.

15.1.12 You fail to timely notify us of any event, action or other action identified in Section 11.6, which is reasonably likely to adversely affect the reputation of the Company, the Franchised Business and/or the goodwill associated with the Marks.

15.1.13 You or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchised Business in a manner that presents a health or safety threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment.

15.1.14 You fail to maintain a valid license to practice and/or fail to comply with any with state and federal regulations, other than those covered by Section 15.1.13, and do not cure the failure within 20 days after written notice is given to you.

15.1.15 You do not pay when due any monies owed to us or our affiliates, and do not make payment within 10 days after written notice is given to you.

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

15.1.17 You or any of your Principal Owners receive 3 or more written notices of default from us, in any period of 12 consecutive months, concerning any material breach by you. Whether or not such breaches will have been cured, such repeated course of conduct will itself be grounds for termination of this Agreement without further notice or opportunity to cure.

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

15.2 In addition, if, in the opinion of our legal counsel, any provision of this Agreement is contrary to law, then you and we agree to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If you and we are unable to reach an agreement on the applicable legal requirements, or if fundamental changes to this Agreement are required to make it conform to the legal requirements, then we reserve the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 17 will apply.

15.3 If we terminate this Agreement under this Section or other applicable provisions of this Agreement, we will be entitled, in those states in which termination fees are enforceable, to receive from you a termination fee equal to 50% of our then-current initial franchise fee for new franchisees ("Termination Fee"). The Termination Fee will be payable by you in addition to any damages payable to us, including loss of future revenues, resulting from your improper or wrongful breach or other termination of this Agreement. We will be entitled to recover all costs, including attorneys' fees, incurred in connection with the termination and collection of the Termination Fee.

16. EFFECT OF TERMINATION OR EXPIRATION..

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

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

16.2.1 Not directly or indirectly at any time identify any business with which you are associated as a current or former Pur Life® Medical franchisee.

16.2.2 Not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us.

16.2.3 Return to us all customer lists, records, membership agreements and/or contracts, forms and materials containing any Mark or otherwise relating to the Pur Life® Medical Franchised Business or our network of Pur Life® Medical businesses.

16.2.4 Remove all Marks affixed to uniforms or, at our direction, cease to use those uniforms.

16.2.5 Take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

16.3 De-Identification. If you lawfully retain possession of the Premises, you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor that we deem necessary to fully disassociate the Premises with the image of a Pur Life® Medical business, including any signage bearing the Marks. If you do not take the actions we request within 30 days after notice from us, we have the right to enter the Premises and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

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

16.5 Proprietary Software. You will immediately cease to use of our proprietary and nonproprietary software as we require and will uninstall it from all computer systems owned by the Franchised Business.

16.6 Company's Option to Purchase the Assets of the Franchised Business and Assumption of Lease.

16.6.1 We will have the option, but not the obligation, exercisable for 10 days following written notice to you, to purchase at fair market value, as same may be depreciated any or all of the furniture, inventory, or equipment used in or associated with the Franchised Business, as well as any and all supplies, materials, and other items imprinted with any of our Marks. If we cannot agree on a fair market value for the furniture or equipment or other items, within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value will be binding upon the parties. For purposes of this Section 16.6, the fair market of any purchased items will not include any value attributable to any of the following: **(a)** the Franchised Business or any rights granted under this Agreement or the Lease; **(b)** goodwill attributable to the Marks; **(c)** our brand image and other intellectual property; and **(d)** any patient lists. In no event will we be obligated or required to assume any liabilities, debts or obligations of the Franchised Business in connection with our purchase of any items pursuant to this Section 16.6 and you will indemnify us from any and all claims made against us arising out of the sale of these items.

16.6.2 Upon the termination or expiration of this Agreement, we will have the option, but not the obligation, exercisable for 30 days following written notice, to take an assignment of the Lease and any other lease agreement necessary for the operation of the Pur Life® Medical business. If we elect to assume the Lease, unless otherwise required or prohibited by law,

we will have the right to retain possession of any and all furniture, fixtures, inventory and equipment associated with the Franchised Business. If we are required by law to purchase from you any equipment, supplies, signs, advertising materials or items bearing our name or Marks, and/or any inventory associated with the Franchised Business, we will pay you the fair market value of these items (less the amount of any outstanding liens or encumbrances). If we cannot agree on a fair market value for the items to be purchased within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value will be binding upon the parties. For purposes of this Section 16.6.2, the fair market of any purchased items will not include any value attributable to any of the following: **(a)** the Franchised Business or any rights granted under this Agreement or the Lease; **(b)** goodwill attributable to the Marks; and **(c)** our brand image and other intellectual property.

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

16.8 Management of the Franchised Business. If we terminate this Agreement, in addition to any other rights or remedies available to us, we may, but need not, assume the management of the Franchised Business on a temporary basis if we want to find a replacement franchisee. If we assume the management of the Franchised Business, we may charge you (in addition to the Royalty Fee and Brand Fund Fee contributions due under this Agreement), all expenses we incur, including compensation, other costs and travel and living expenses, along with a reasonable management fee in an amount that we may specify, up to 10% of your the Franchised Business' Gross Revenues during the period we are managing the Franchised Business, plus our direct out-of-pocket costs and expenses, as compensation for our management services. We will use our reasonable efforts in managing the Franchised Business and will not be liable to you for any debts, losses, or obligations the Franchised Business incurs or to any of your creditors for any products or services the Franchised Business purchases while we manage it pursuant to this Section. You agree to indemnify us from an and all employee claims arising during the time that we are managing your franchise pursuant to this Section.

17. ENFORCEMENT..

17.1 Invalid Provisions; Substitution of Valid Provisions. To the extent that the non-competition provisions of Section 10.3 are deemed unenforceable because of their scope in terms of area, business activity prohibited or length of time, you agree that the invalid provisions will be deemed modified or limited to the extent or manner necessary to make the particular provisions valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that such provisions under the laws applied in the forum in that we are seeking to enforce such provisions.

If any lawful requirement or court order of any jurisdiction: **(a)** requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or **(b)** makes any provision of this Agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, then the advance notice and/or other action required or revision of the

specification, standard, or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provisions enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

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

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

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

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

17.6 No Waiver. If at any time we do not exercise a right or power available to us under this Agreement or do not insist on your strict compliance with the terms of the Agreement or if there develops a custom or practice that is at variance with the terms of this Agreement, then we will not be deemed to have waived our right to demand or exact compliance with any of the terms of this Agreement at a later time. Similarly, any failure to act as to any particular breach or series of breaches under this Agreement by us, or of any similar term in any other agreement between us and any other Pur Life® Medical franchisee will not affect our rights with respect to any later breach or to assert our rights as to that or any subsequent or ongoing breach. It will also not be deemed to be a waiver of any breach of this Agreement for us to accept payments that are past due to us under this Agreement.

The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a force majeure event, including drought, flood, earthquake, storm, fire, lightening, epidemic, pandemic, war, riot, civil disturbance, sabotage, theft, vandalism,

strike or labor difficulty or casualty to equipment. If any party is affected by a force majeure event, such party will give written notice within 14 days to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these force majeure provisions, except to the extent prohibited by governmental rule or regulation.

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

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

17.9 Mediation and Arbitration.

17.9.1 Mediation. During the term of this Agreement, certain disputes may arise that you and we are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, you and we agree to submit any claim, controversy or dispute between us or any of our affiliates (and their respective owners, officers, directors, agents, representatives and/or employees) and you (and your owners, agents, officers, directors, representatives and/or employees) arising out of or related to: **(a)** this Agreement or any other agreement between us and you, **(b)** our relationship with you, or **(c)** the validity of this Agreement or any other agreement between us and you, to mediation before either of us may file suit under Section 17.9.2 as it relates to any claim, controversy or dispute.

The mediation will be conducted in Denver, Colorado or as we and you otherwise agree. The costs and expenses of the mediation, including the mediator's compensation and expenses (but excluding attorneys' fees incurred by either party), will be paid by the party (you or us) who seeks resolution of the dispute with the first \$5,000 be paid to the mediation service by the party seeking resolution of a dispute, and the remaining amount, if any, being paid equally by both parties.

Mediation will consist of two parts. The first is to attempt to come to a mutual agreement on how best to exit under the circumstances. If this cannot be met then we move to the second,

which is to have us use our best efforts during an 8 month period to sell the Franchised Business. We will use our digital marketing sources to focus in your specific area to get potential candidates for us to sell your franchise to. This will happen before any other type of legal action is taken by either party.

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

17.9.2 Arbitration. The parties agree that all controversies, claims and disputes between them arising out of or relating to this Agreement, the rights and obligations of the parties under this Agreement, or any other claims or causes of action relating to the performance of either party, and/or the purchase of the franchise rights by you shall be finally resolved by submitting this matter to binding arbitration under the auspices of, and using the commercial arbitration rules of, the American Arbitration Association as such rules are in effect as of the date the demand for arbitration is filed. Each party shall agree on one arbitrator selected from a panel of neutral arbitrators provided by the American Arbitration Association or such other arbitration body as the parties mutually agree upon, and the arbitrator shall be chosen by the striking method. In accordance with the terms of the Federal Arbitration Act, the Arbitrator shall hear the dispute in the American Arbitration Association offices in Denver, Colorado. Each party shall bear its own costs and attorney fees and one-half of the arbitrator's expenses. The arbitrator shall have no authority to amend or modify the terms of this Agreement. Each party further agrees that, unless a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The decision of the arbitrator shall be final and binding. You acknowledge, understand, and agree that it is the intent of the parties that any arbitration between us and the you shall be of your individual claims and that the claims subject to arbitration shall not be arbitrated in conjunction with the claims of other franchisees or multi-unit developers or on a class-wide basis, and you hereby waive any right you may assert to have your claims arbitrated in conjunction with the claims of other franchisees, multi-unit developers or on a class-wide basis.

Notwithstanding any provision contained in this Section 17.9, we may, at our sole option, institute an action or actions for temporary or preliminary injunctive relief or seeking any other temporary or permanent equitable relief against you that may be necessary to protect our trademarks or other rights or property. However, in our sole discretion, the final right of determination of the ultimate controversy, claim or dispute shall be decided by arbitration as aforesaid and recourse to the courts shall thereafter be limited to seeking an order to enforce an arbitral award. In no event shall the you be entitled to make, the you shall not make, and the you hereby waive, any claim for money damages by way of set-off, counterclaim, defense or otherwise based upon any claim or assertion by the you that we have unreasonably withheld or unreasonably conditioned or delayed any consent or approval to a proposed act by you under any of the terms of this Agreement. You acknowledge and agree that your sole remedy for any claim shall be an action or proceeding to enforce any provisions, for specific performance or declaratory judgment.

17.9.3 Waiver of Punitive Damages and Jury Trial; Limitations of Actions.

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

17.9.4 Governing Law. 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 be governed by the internal laws of the State of Colorado (without reference to its choice of law and conflict of law rules), except that the provisions of any Colorado law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Section.

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

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

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

17.9.8 Joint and Several Liability. If 2 or more persons are the Franchisee, their obligation and liability to us will be joint and several.

17.9.9 Multiple Originals. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Agreement may be signed using electronic signatures, and such signatures will have full legal force and effect.

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

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

17.9.12 Cross-Default. Any default by you under any other agreement between us or our affiliates as one party, and you or any of your Owners or affiliates as the other party, will be deemed to be a default of this Agreement and we will have the right, at our option, to terminate this Agreement and/or any other agreement between you and us or our affiliates, without affording you an opportunity to cure, effective immediately following notice.

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

17.9.14 Notices. Notices related to this Agreement will be effective upon receipt (or first rejection) and may be given by any of the following delivery methods: **(a)** certified or registered mail; **(b)** U.S. Priority Mail or national commercial delivery service (*e.g.*, UPS, Federal Express); or **(c)** email (if receipt is verified within 24 hours of transmission). Email notices must be sent to the email address provided by the party. Either party can change its notice address by informing the other party.

17.9.15 Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercises reasonable business judgment ("**Reasonable Business Judgment**") in making a decision or exercising a right. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decisions or actions are intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

17.9.16 Independent Professional Judgment of You and Your General Manager. You and we acknowledge and agree that the specifications, standards and operating procedures related to the services offered by the Franchised Business are not intended to limit or replace your or your General Manager's (if any) professional judgment in supervising and performing the services offered by your Franchised Business. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Franchised Business performs services in accordance with all applicable requirements and standards of care. Nothing in this Agreement will obligate you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately upon your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

17.9.17 Entire Agreement. This Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and there are no other oral or written understandings or agreements between us concerning the subject matter of this Agreement. This Agreement may be modified only by written agreement signed by both you and us, except that we may modify the Operations Manual at any time as provided herein. However, nothing in this Agreement or any addendum will have the effect of disclaiming any of the representations made in the Franchise Disclosure Document or any of its exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISOR:

PLM FRANCHISING, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

FRANCHISE INFORMATION

1. **Initial Franchise Fee.** Your Initial Franchise Fee is \$_____ for the Franchised Business_____.

2. **Franchised Business Opening.** In signing the Agreement, you acknowledge that:

2.1 You have purchased the Franchised Business as a Pur Life® Medical franchised business.

2.2 You must open your Franchised Business by the Opening Deadline set forth in Section 3.1, unless another date is specified here: _____.

2.3 You must comply with all other requirements relating to the opening of your Franchised Business set forth in Section 3 and the other provisions of the Agreement.

2.4 We may, in our sole discretion, modify the Opening Deadline depending upon the total number of franchises you have purchased and the number of franchises that you have developed and opened for business before developing and opening the Franchised Business.

3. **Protected Territory.** You acknowledge that the Protected Territory for your Franchised Business is that set forth below, or if no area is set forth, in such other area as we specify in a separate addendum to the Agreement: _____

4. **Minimum Performance Standards.** In order to maintain your Protected Territory, you must meet the following minimum performance standards by the end of the periods set forth below: (a) 12 months after opening the Franchised Business you must have no less than \$450,000 in annual Gross Revenues; (b) 24 months after opening the Franchised Business you must have no less than \$750,000 in annual Gross Revenues; (c) 36 months after opening the Franchised Business you must have no less than \$1,200,000 in annual Gross Revenues; (d) 48 months after opening the Franchised Business you must have no less than \$1,500,000 in annual Gross Revenues; (e) 60 months after opening the Franchised Business you must have no less than \$1,800,000 in annual Gross Revenues.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISOR:

PLM FRANCHISING, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 2

OWNER'S GUARANTEE AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement, dated _____ ("**Agreement**"), by and between PLM Franchising, Inc. ("**us**") and _____ ("**Franchisee**"), each of the undersigned owners of the Franchisee and their respective spouses (for purposes of this Guarantee, "**you**"), hereby personally and unconditionally agree to perform and keep during the terms of the Agreement, each and every covenant, obligation, payment, agreement, and undertaking on the part of Franchisee contained and set forth in the Agreement. Each of you agree that all provisions of the Agreement relating to the obligations of Franchisees, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the Agreement, will be binding on you.

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

Each of you consents and agrees that: **(a)** your direct and immediate liability under this Guarantee will be joint and several; **(b)** you will make any payment or render any performance required under the Agreement on demand if Franchisee fails or refuses to do so when required; **(c)** your liability will not be contingent or conditioned on our pursuit of any remedies against Franchisee or any other person; **(d)** your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to 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; and **(f)** this Guarantee will continue and be irrevocable during the term of the Agreement and afterward for so long as Franchisee has any obligations under the Agreement.

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

This Guarantee is executed as of the Agreement Date.

OWNER:

OWNER'S SPOUSE:

Name: _____

Name: _____

OWNER:

OWNER'S SPOUSE:

Name: _____

Name: _____

OWNER:

OWNER'S SPOUSE:

Name: _____

Name: _____

EXHIBIT 3

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM ("Addendum"), is entered into as of _____ ("Effective Date") by and between _____, a _____ ("Lessor"), and _____, a _____ ("Lessee") (each a "Party" and collectively, the "Parties").

RECITALS

The Parties hereto have entered into a certain lease agreement, dated as of _____ ("Lease Agreement"), and pertaining to the premises located at _____ ("Premises").

Lessor acknowledges that Lessee intends to operate a Pur Life® Medical business from the Premises pursuant to a Franchise Agreement ("**Franchise Agreement**") with PLM Franchising, Inc. ("**Franchisor**") under the name Pur Life® Medical or other name designated by Franchisor ("**Franchised Business**").

The Parties now desire to amend the Lease Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. Remodeling and Decor. The above recitals are hereby incorporated by reference. Lessor agrees that Lessee will have the right to remodel, equip, paint and decorate the interior of the Premises and to display the proprietary marks ("**Marks**") and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Franchised Business on the Premises.

2. Assignment. Lessee will have the right to assign all of its right, title and interest in and to the Lease Agreement to Franchisor or its parent, subsidiary, or affiliate, (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent, pursuant to the terms of the Collateral Assignment of Lease attached as **Exhibit A**. However, no assignment will be effective until such time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document will constitute Franchisor or its designated subsidiary or affiliate a party to the Lease Agreement, or guarantor thereof, and will not create any liability or obligation of Franchisor or its parent unless and until the Lease Agreement is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee will remain liable under the terms of the Lease. Franchisor will have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 4(a).

3. Default and Notice.

(a) If there is a default or violation by Lessee under the terms of the Lease Agreement, Lessor will give Lessee and Franchisor written notice of the default or violation within 10 days after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor will contemporaneously give Franchisor a copy of the notice. Franchisor will have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Section 4(a). Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option to cure, but is not obligated to cure the default or violation.

(b) All notices to Franchisor will be sent by registered or certified mail, postage prepaid, to the following address: Nicholas J. Cavarra, President, PLM Franchising, Inc., 16194 W. 45th Drive, Golden, CO 80403, nick.cavarra@purlifemedical.com. Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

(c) Following Franchisor's approval of the Lease Agreement, Lessee agrees not to terminate, or in any way alter or amend the same during the Initial Term of the Franchise Agreement or any interim period thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment will be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect will be included in the Lease.

4. Termination or Expiration.

(a) Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease Agreement or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest in the Lease Agreement and at any time thereafter to re-assign the Lease Agreement to a new franchisee without Lessor's consent and to be fully released from any and all liability to Lessor upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease Agreement. Following notice from Franchisor to Lessor requesting an automatic assignment, Lessor will, at the cost of Franchisor, take appropriate actions to secure the leased premises including but not limited to changing the locks and granting Franchisor sole rights to the Premises.

(b) Upon the expiration or termination of either the Lease Agreement or the Franchise Agreement, Lessor will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Marks and the Pur Life® Medical system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee or has rights to those through the terms and conditions any agreement between Lessee and Franchisor, Lessor will permit Franchisor to remove all the assets being purchased by Franchisor.

5. Consideration; No Liability.

(a) Lessor hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by **Exhibit A**.

(b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

6. Sales Reports. If requested by Franchisor, Lessor will provide Franchisor with whatever information Lessor has regarding Lessee's sales from its Franchised Business.

7. Amendments. No amendment or variation of the terms of the Lease or this Addendum will be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease Agreement will remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copied herein in full.

9. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

LESSOR:

LESSEE:

a _____

a _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE ("Assignment") is entered into as of _____ ("**Effective Date**"), the undersigned, _____, ("**Assignor**") hereby assigns, transfers and sets over unto PLM Franchising, Inc., a Colorado corporation ("**Assignee**") all of Assignor's right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit 1** ("**Lease Agreement**") with respect to the premises located at _____ ("**Premises**"). This Assignment is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee will take possession of the Premises demised by the Lease Agreement pursuant to the terms hereof and will assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease Agreement and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease Agreement nor the Premises demised thereby.

Upon a default by Assignor under the Lease Agreement or under that certain franchise agreement for a Pur Life® Medical business between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee will have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in the event, Assignor will have no further right, title or interest in the Lease Agreement.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease Agreement without the prior written consent of Assignee. Through the Initial Term of the Franchise Agreement and any Renewal Period thereof (as defined in the Franchise Agreement), Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease Agreement not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease Agreement as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Collateral Assignment of Lease as of the Effective Date.

ASSIGNOR:

a _____

ASSIGNEE:

PLM FRANCHISING, INC.
a Colorado corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT 4

OWNERSHIP INTERESTS IN FRANCHISEE

1. Form of Franchisee's Ownership.

(a) **Individual Proprietorship.** Your owner(s) (is) (are) as follows:

(b) **Corporation, Limited Liability Company, or Partnership.** You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer

Position(s) Held

_____	_____
_____	_____
_____	_____
_____	_____

2. Owners. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name

Percentage/Description of Interest

_____	_____
_____	_____
_____	_____
_____	_____

3. Name and Address of Person to Receive Notice for Owners.

(a) Name: _____

(b) Postal Address: _____

(c) E-mail Address: _____

4. Identification of Franchised Business' General Manager. Your Franchised Business' General Manager as of the Effective Date is _____. You must notify us if the General Manager changes.

FRANCHISEE:

By: _____
Name: _____
Its: _____

Date: _____

**FRANCHISOR:
PLM FRANCHISING, INC.**

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT 5

FRANCHISEE COMPLIANCE QUESTIONNAIRE

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin franchisees should not complete this Franchisee Acknowledgment. If a franchisee in one of these states does so, PLM Franchising, Inc. ("**Franchisor**") will disregard and not rely on this Franchisee Compliance Questionnaire.

Franchisor and you are preparing to enter into a Franchise Agreement. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please understand that your responses to these questions are important to us and that we will rely on them. Please review each of the following questions and statements carefully and provide honest and complete responses to each. By signing this Questionnaire, you are representing that you have responded truthfully to the following questions.

1. I had my first face-to-face meeting with a representative of the Franchisor on _____.

2. I received and personally reviewed the Franchisor's Franchise Disclosure Document ("**FDD**") for Pur Life® Medical franchises that was provided to me. For purposes of this document, a Pur Life® Medical franchise will be referred to as a "Franchised Business".

Yes _____ No _____

3. Did you sign a receipt or acknowledge through electronic means a receipt for the FDD indicating the date you received it?

Yes _____ No _____

4. Do you understand all of the information in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

Yes _____ No _____

6. Do you understand all of the information in the Franchise Agreement, each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

7. Have you entered into any binding agreement with the Franchisor for the purchase of this Franchised Business before being provided a copy of the FDD for 14 calendar days?

Yes _____ No _____

8. Have you paid any money to the Franchisor for the purchase of a Franchised Business before being provided a copy of the FDD for 14 calendar days?

Yes _____ No _____

9. Have you discussed the benefits and risks of establishing and operating a Franchised Business with your counsel or advisor?

Yes _____ No _____

If no, do you wish to have more time to do so?

Yes _____ No _____

10. Do you understand that the success or failure of your Franchised Business depends in large part on your skills and abilities, competition from other businesses, interest rates, inflation labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

Except as disclosed in Item 19 of its FDD, the Franchisor does not make information available to prospective franchisees concerning actual, average, projected or forecasted sales, profits or earnings for a Franchised Business. The Franchisor does not furnish, or authorize its salespersons to furnish, any oral or written information concerning the actual, average, projected, forecasted sales, costs, income or profits of a Franchised Business. Franchisor specifically instructs its sales personnel, agents, employees and other officers that they are not permitted to make any claims or statements as to the earnings, sales, or profits, or prospects, or chances of success, nor are they authorized to represent or estimate dollar figures as to a Franchised Business' operations. Actual results vary and are dependent on a variety of internal and external factors, some of which neither Franchisee, nor Franchisor can estimate. To ensure that Franchisor's policies have been followed, please answer the following questions:

11. Has any employee, or other person speaking for the Franchisor, made any statement or promise to you regarding the total revenues a Franchised Business will generate that is contrary to the information in the FDD?

Yes _____ No _____

12. Has any employee, or other person speaking for the Franchisor, made any statement or promise of the amount of money or profit you may earn in operating a Franchised Business that is contrary to the information in the FDD?

Yes _____ No _____

13. Has any employee, or other person speaking for the Franchisor, promised you that you will be successful in operating a Franchised Business?

Yes _____ No _____

14. Has any employee, or other person speaking for the Franchisor, made any statement, promise or verbal agreement of about advertising, marketing, training, support service or other assistance that the Franchisor will furnish to you that is contrary to, or different from, the information in the FDD?

Yes _____ No _____

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "yes" answer. (Attach additional pages, if necessary, and refer to them below.) If you have answered "no" to each of questions 11-14, please leave the following lines blank.

16. I agree that I have not relied on anything other than the information in the FDD and its exhibits, in making my decision to execute the Franchise Agreement and any accompanying Addenda, including the statements of any sales agents and area representatives of the Franchisor.

Yes _____ No _____

17. I signed the Franchise Agreement and Addendum (if any) on _____ and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

I certify that my answers to the foregoing questions are true, correct and complete. These acknowledgments are not intended to act, nor will they act, as a release, estoppel or waiver of any liability incurred under any state's franchise registration and/or disclosure laws.

FRANCHISE ("you")

By: _____

Title: _____

Date Received: _____

Date Signed: _____

EXHIBIT C
MULTI-UNIT DEVELOPMENT AGREEMENT



PLM FRANCHISING, INC.

MULTI-UNIT DEVELOPMENT AGREEMENT

Multi-Unit Developer: _____

Date: _____

Territory: _____

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ATTACHMENTS:

Attachment A:	Description of Development Territory
Attachment B:	Development Schedule
Attachment C:	Personal Guaranty
Attachment D:	Statement of Shareholders/Members/Partners

PLM FRANCHISING, INC.
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, (“**Effective Date**”) by and between PLM Franchising, Inc., a Colorado corporation (“**Franchisor**”), with a business address at 16194 W. 45th Drive, Golden, CO 80403 and _____, with its business address at _____ (“**Multi-Unit Developer**”).

WITNESSETH:

WHEREAS, Franchisor holds the exclusive franchise rights to a proprietary system which has been developed through significant expenditures of time, skill, effort and money (“**System**”) relating to the establishment, development, operation, and management of wellness and healthcare centers (“**Center**”) that specialize in providing certain wellness and healthcare services to the general public at a specific location under the trademark “PÜR Life® Medical” and such other trademarks we authorize (“**Marks**”);

WHEREAS, Franchisor, through its dedicated operations, marketing methods, and merchandising policies, has developed the reputation, public image and goodwill of its System and established a firm foundation for its franchised operations consisting of the highest standards of training, management, supervision, appearance, and quality of services and products;

WHEREAS, Franchisor continues to develop, expand, use, control and add to the Marks and the System for the benefit of and exclusive use by Franchisor and its franchisees in order to identify for the public the source of the products and services marketed thereunder and to represent the System’s high standards of quality and service;

WHEREAS, Multi-Unit Developer desires to obtain the exclusive right to develop, construct, manage and operate a series of Centers under the development schedule described in Attachment B attached hereto (“**Development Schedule**”) and within the territory described in Attachment A attached hereto (“**Development Territory**”), under the System and Marks, as well as to receive the training and other assistance provided by Franchisor in connection therewith;

WHEREAS, the Multi-Unit Developer hereby acknowledges that it has read this Agreement and Franchisor’s Franchise Disclosure Document (“**Disclosure Document**”), and that it has no knowledge of any representations about the PÜR Life® Medical franchise or about Franchisor or its franchising program or policies made by Franchisor or by its officers, directors, shareholders, employees or agents which are contrary to the statements in Franchisor’s Disclosure Document or to the terms of this Agreement, and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor’s high standards of quality and service and the uniformity of those standards at all Centers which operate pursuant to the System and thereby to protect and preserve the goodwill of the System and the Marks; and

WHEREAS, Multi-Unit Developer understands and acknowledges the importance of Franchisor’s uniformly high standards of quality and service and the necessity of operating the

PÜR Life® Medical franchises in strict conformity with Franchisor’s quality control standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. GRANT

1.1 Franchisor hereby grants to Multi-Unit Developer the right and license to develop, construct, operate and manage _____ (___) Centers in strict accordance with the System and under the Marks within the Development Territory described in Attachment A. Each Center shall be operated according to the terms of the individual franchise agreement (“**Franchise Agreement**”) with respect thereto.

1.2 If the Multi-Unit Developer is developing Centers, and complies with the terms of this Agreement, the Development Schedule, and the individual Franchise Agreement for each Center, then Franchisor will not franchise or license others, nor will it itself directly or indirectly develop, own, lease, construct or operate in any manner, any Centers in the Development Territory during the term of this Agreement; however, Franchisor reserves the right to sell products and services under the Marks or any other marks, through any other retail location or through any other channels of distribution, including through mail order, catalogue sales or over the Internet. Franchisor also reserves the right to (a) establish, operate or license to any other person or entity the right to establish or operate a Center owned or licensed by Franchisor at any location outside the Development Territory; (b) develop, lease and license the use of, at any location side or outside of the Development Territory, trademarks other than the Marks, in connection with the operation of a system which offers products or services which are similar to or different from those offered under the System, on any terms or conditions which Franchisor deems advisable; (c) merge with, or be acquired by any other business, including a business that competes with the Centers operated by Multi-Unit Developer, or to acquire and convert to the System operated by Franchisor any business operated by competitors that operates or licenses the operation of wellness and healthcare facilities that specialize in providing authorized wellness and healthcare services to the general public at one or more designated locations, located either inside or outside of the Development Territory or otherwise operated independently as part of, or in association with, any other system or chain, whether franchised or corporately owned; and (d) implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere, and to issue mandatory policies to coordinate these multi-area marketing programs. Upon the expiration or termination of this Agreement, the Multi-Unit Developer will no longer have an exclusive Development Territory and each Center will be limited to operating solely at the franchised location (“**Franchised Location**”) described in the individual Franchise Agreement. Multi-Unit Developer understands, acknowledges and agrees that as a Franchisee, Multi-Unit Developer will not receive any exclusive or protected territorial rights other than the territory granted to each Center at each Franchised Location.

1.3 This Agreement is not a franchise agreement and Multi-Unit Developer will have no right to use in any manner the Marks or System by virtue of this Agreement. Each Center will be governed by the individual Franchise Agreement signed by Franchisor and Multi-Unit Developer, or its authorized affiliate, for each Center.

1.4 Multi-Unit Developer must contribute some amount of its personal capital to the development of each Center and must own at least a 51% equity interest in each Center developed hereunder. In addition, Multi-Unit Developer shall ensure that a person (“**Designate Business Manager**”) shall at all times devote his or her full time and attention to managing, supervising, and developing each Center and that the person is at all times identified to Franchisor. Multi-Unit Developer must identify all equity owners of Multi-Unit Developer by completing the Statement of Shareholders/Members/Partners attached to this Agreement as Attachment D. Multi-Unit Developer shall provide Franchisor with an updated form of Attachment D within 10 business days of any change in the equity ownership of Multi-Unit Developer. The failure of Multi-Unit Developer to provide Franchisor with an updated Attachment D within the time frame specified in this Section 1.4 shall constitute a material default of this Agreement.

2. TERM

Unless sooner terminated pursuant to the provisions of Section 7, the term of this Agreement shall expire upon the earlier of (a) _____ years from the Effective Date, or (b) completion of the term of the Development Schedule. Franchisor, in its sole discretion, may permit Multi-Unit Developer to extend this Agreement or enter into a new Agreement for an additional term; provided that, without limiting the foregoing, the Multi-Unit Developer has not defaulted in its obligations under this Agreement or any other agreement with Franchisor or any affiliate of Franchisor, and the parties agree in writing to a new Development Schedule.

3. FRANCHISE AGREEMENT, INITIAL FRANCHISE FEE, AREA DEVELOPMENT FEE AND INITIAL TRAINING

3.1 With respect to each Center to be developed under this Agreement:

3.1.1 As soon as Multi-Unit Developer locates a site within the Development Territory that it believes is suitable for construction of a Center in accordance with Franchisor’s site selection criteria, Multi-Unit Developer shall submit to Franchisor the information about the proposed location including, without limitation, lease terms, land acquisition terms (if relevant), demographic criteria and preliminary site plans showing building orientation, proposed unit location, parking layout, and certain other information, as Franchisor may require periodically in Franchisor’s operations manual (“**Operations Manual**”). If Multi-Unit Developer proposes that another entity will own and operate the Center, Multi-Unit Developer must also submit information to Franchisor regarding the proposed franchisee entity. Franchisor reserves the right to request as much additional information regarding the site and the proposed franchisee entity as Franchisor deems necessary, in its sole discretion, and Multi-Unit Developer agrees to provide the information immediately upon request.

3.1.2 Should Franchisor grant preliminary authorization to proceed with the site location per Section 3.1(a) above, it will give its written authorization to the Multi-Unit Developer to proceed with architectural drawings and final site plans containing the information as Franchisor requires. The preliminary authorization for the site location will not constitute final authorization of the site for the Center, or of the entity proposed

as franchisee. Upon receipt of the site location authorization, Multi-Unit Developer should make an offer to secure the site via purchase or lease, which offer must be contingent upon final approval by Franchisor of the site and of the proposed franchisee entity.

3.1.3 Should Franchisor provide final site authorization and approve of the proposed franchisee entity for a Center, Franchisor and Multi-Unit Developer (or its affiliate) shall promptly enter into an individual Franchise Agreement for this Center before the date Multi-Unit Developer begins construction on the Franchised Location, which agreement shall be in the form of Franchisor's then-current form of Franchise Agreement. The terms of the individual Franchise Agreement will then govern the further development and build-out of the Center.

3.2 Multi-Unit Developer shall pay upon execution of this Agreement a multi-unit development fee ("**Multi-Unit Development Fee**"). The Multi-Unit Development Fee is set forth in Attachment A. Multi-Unit Developer will not be required to pay an additional Initial Franchise Fee for any Centers to be opened under this Agreement. The Multi-Unit Development Fee is deemed fully earned upon Multi-Unit Developer's execution of this Agreement and shall be non-refundable, regardless of whether Multi-Unit Developer opens any of the Centers it is obligated to open in the Development Territory.

3.3 Franchisor shall provide the Multi-Unit Developer with Franchisor's then-current training program and on-site opening assistance for each Center to be developed hereunder pursuant to the applicable Franchise Agreement.

4. DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1 Multi-Unit Developer shall exercise the development rights granted under this Agreement only by entering into a separate Franchise Agreement with Franchisor for each Center for which a development right is granted. The Franchise Agreement to be executed for the first Center to be developed by Multi-Unit Developer under this Agreement must be executed and delivered to Franchisor concurrently with the execution and delivery of this Agreement. All subsequent Centers developed under this Agreement shall be established and operated pursuant to the form of Franchise Agreement then being used by Franchisor for a Center. Multi-Unit Developer acknowledges that the then-current form of Franchise Agreement will likely differ from the form of Franchise Agreement signed at the same time as this Agreement, and may include different economic terms, including, but not limited to, higher royalty rates and advertising contributions.

4.2 Development Schedule.

4.2.1 Acknowledging that time is of the essence, Multi-Unit Developer agrees to exercise its development rights according to Section 3.1 and according to the Development Schedule set forth on Attachment B, which schedule designates the number of Centers in the Development Territory to be established and in operation by Multi-Unit

Developer upon the expiration of each of the designated development periods (“**Development Periods**”).

4.2.2 During any Development Period, Multi-Unit Developer may, with Franchisor’s prior written consent, develop more than the number of Centers that Multi-Unit Developer is required to develop during that Development Period. Any Centers developed during a Development Period in excess of the minimum number of Centers required to be developed upon expiration of that Development Period shall be applied to satisfy Multi-Unit Developer’s development obligation during the next succeeding Development Period. Multi-Unit Developer shall not open more than the cumulative total number of Centers Multi-Unit Developer is obligated to develop under this Agreement, as set forth above in the Development Schedule; provided, however, that Multi-Unit Developer may be permitted to open Centers in excess of the number permitted by the Development Schedule (“**Additional Centers**”) if, in Franchisor’s sole discretion, Franchisor determines that the Development Territory can support Additional Centers and Multi-Unit Developer receives Franchisor’s advanced written permission to develop Additional Centers. Multi-Unit Developer must pay Franchisor the then-current Initial Franchise Fee applicable at the time Multi-Unit Developer signs a Franchise Agreement for each authorized Additional Center.

4.2.3 If during the term of this Agreement, Multi-Unit Developer ceases to operate any Center developed under this Agreement for any reason, Multi-Unit Developer shall develop a replacement Center to fulfill Multi-Unit Developer’s obligation to have open and in operation the required number of Centers upon the expiration of each Development Period. The replacement Center shall be developed within a reasonable time to be agreed upon by the parties after Multi-Unit Developer ceases to operate the Center to be replaced. If during the term of this Agreement, Multi-Unit Developer, in accordance with the terms of any Franchise Agreement for a Center developed under this Agreement, transfers its interest in such Center, the transferred Center shall continue to be counted in determining whether Multi-Unit Developer has complied with the Development Schedule so long as it continues to be operated as a Center. If the transferred Center ceases to be operated as a Center during the term of this Agreement, Multi-Unit Developer shall develop a replacement Center within a reasonable time, not to exceed twelve months, after the transferred Center ceases to be operated as a Center. In either case, the reasonable time period shall apply to the development of the replacement Center only and, in Franchisor’s sole discretion, extend the term of the applicable Development Period to the end of the mutually agreed upon time period; provided that in no event shall such time period exceed one year.

4.2.4 Opening Schedule.

(i) Multi-Unit Developer shall open each Center and shall commence business in accordance with the Development Schedule set forth on Attachment B, unless, subject to Franchisor’s approval, Multi-Unit Developer obtains an extension of the Development Period from Franchisor to complete construction and commence operation of a particular Center. Each extension shall be for an additional 30-day period commencing upon the expiration of the applicable

Development Period, including any previous extensions thereof (“**Extension Date**”). No more than two extensions of any Development Period will be permitted. If an extension of a Development Period is granted by Franchisor, the Opening Date for the Center (as defined in the Franchise Agreement) shall be extended to the Extension Date. No extension of any Development Period shall affect the duration of any other Development Period or any of Multi-Unit Developer’s other development obligations. If an extension is requested in the final Development Period, the term of this Agreement shall be extended to the Extension Date, and thereafter Multi-Unit Developer shall have no further rights under this Agreement except as provided in Section 2. The provisions of this Section 4.2.4(i) do not apply to the development of a replacement Center under Section 3.2(c). Each extension may be conditioned upon payment of a \$5,000 extension fee (“**Extension Fee**”) as set forth in the Operations Manual.

(ii) Multi-Unit Developer shall notify Franchisor in writing at least 30 days prior to the Projected Opening Date (defined below) for a Center if Multi-Unit Developer will be unable to complete construction and commence operation of the Center by the expiration date of the Development Period in which such Center was to have been opened. In such notice Multi-Unit Developer shall request that the Franchisor consider its request for an extension and shall include a description of the reasons for its failure to develop the Center in a timely manner and the expected date of completion of construction and opening, if the extension were to be granted, along with payment of the Extension Fee if required.

4.2.5 Failure by Multi-Unit Developer to adhere to the Development Schedule (including any extensions approved by Franchisor) or to adhere to any time period for the development of replacement Centers as set forth in Section 3.2(c) shall constitute a material event of default under this Agreement.

4.3 Multi-Unit Developer acknowledges and agrees that the projected opening dates (“**Projected Opening Dates**”) for each Center set forth on Attachment B are reasonable and consistent with the requirements of the Development Schedule. Multi-Unit Developer must execute a Franchise Agreement for each Center at or prior to the applicable execution deadline (“**Execution Deadline**”) set forth on Attachment B. Multi-Unit Developer and Franchisor agree that, except with respect to the Franchise Agreements executed concurrently herewith, the Execution Deadline shall be a date no later than nine months prior to the Projected Opening Date for each subsequent Center to be developed.

5. LOCATION OF CENTERS

The location of each Center shall be selected by the Multi-Unit Developer in accordance with the terms set forth in each Franchise Agreement signed by Multi-Unit Developer, within the Development Territory, subject to Franchisor’s prior authorization as set forth in Section 3, which authorization shall take into account all relevant demographic information then available to Franchisor. The establishment of any proposed site by Multi-Unit Developer before approval of Franchisor shall be the sole risk and responsibility of Multi-Unit Developer and shall not

obligate Franchisor in any way to authorize the same. The authorization of a proposed site by Franchisor does not in any way constitute a warranty or representation by Franchisor as to the suitability of the site for location of a Center.

6. FRANCHISE AGREEMENT

Multi-Unit Developer shall not commence construction on, or open any Center until, among other things, the individual Franchise Agreement for said Center has been signed by both the Multi-Unit Developer (or its affiliate) and Franchisor.

7. DEFAULT AND TERMINATION

7.1 Multi-Unit Developer will be in default under this Agreement should Multi-Unit Developer (or its affiliate): (a) fail to comply with the Development Schedule; (b) fail to perform any of its obligations under this Agreement or any individual Franchise Agreement; (c) cease to be a franchisee of Franchisor in good standing; or (d) fail to comply with the provisions on transfer contained herein.

7.2 Upon the default, Franchisor shall have the right, at its option, and in its sole discretion, to do any or all of the following:

7.2.1 terminate this Agreement;

7.2.2 terminate the territorial exclusivity granted to Multi-Unit Developer;

7.2.3 reduce the size of the Multi-Unit Developer's Development Territory or the number of Centers Multi-Unit Developer may develop in the Development Territory;
or

7.2.4 accelerate the Development Schedule on immediate written notice.

7.3 In addition, if any individual Franchise Agreement issued to Multi-Unit Developer or an approved affiliate of Multi-Unit Developer, whether or not issued pursuant to this Agreement, is terminated for any reason, Franchisor shall have the right to terminate this Agreement on immediate written notice to Multi-Unit Developer. Upon termination or expiration of the term of this Agreement, this Agreement shall be of no further effect, and Franchisor shall have the right to itself open, or license others to open, Centers within the Development Territory. For purposes of this Section 7, any Franchise Agreement issued by Franchisor to Multi-Unit Developer or its approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which Multi-Unit Developer or any stockholder, partner or joint venturer of Multi-Unit Developer, has any direct or indirect ownership or participation interest, shall be deemed a Franchise Agreement issued to Multi-Unit Developer.

8. ASSIGNMENT

8.1 Franchisor shall have the absolute right to transfer or assign all or any part of its rights or obligations hereunder to any person or legal entity which assumes its obligation under

this Agreement and Franchisor shall thereby be released from any and all further liability to Multi-Unit Developer.

8.2 By Multi-Unit Developer.

8.2.1 Multi-Unit Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Multi-Unit Developer and are granted in reliance upon the personal qualifications of Multi-Unit Developer or Multi-Unit Developer's principals. Multi-Unit Developer has represented to Franchisor that Multi-Unit Developer is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of transferring the development and option rights hereunder.

8.2.2 Neither Multi-Unit Developer nor any partner, member, or shareholder thereof shall, without Franchisor's prior written consent, directly or indirectly assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or in Multi-Unit Developer. Any proposed assignment occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without Franchisor's prior written consent, shall be a material default of this Agreement.

8.2.3 Any assignment, transfer or other disposition by the Multi-Unit Developer of a single-unit Center within the Development Territory will be governed by the Franchise Agreement to which the single-unit Center is bound.

8.2.4 Subject to the other provisions of Section 8 herein, including Section 8.2(c) above and Section 8.2(e) below, if Multi-Unit Developer wishes to sell, transfer or otherwise assign any portion, or all, of the Development Territory, the Multi-Unit Developer shall notify Franchisor, which has the right to approve or disapprove the same for any reason or no reason, and in addition Franchisor may require any or all of the following as conditions of its approval:

(i) All of the Multi-Unit Developer's accrued monetary obligations and all other outstanding obligations to Franchisor, its affiliates and suppliers must be fully paid and satisfied;

(ii) The Multi-Unit Developer must not be in default of any provision of its Franchise Agreements, any amendments thereof or successors thereto, or any other agreement between the Multi-Unit Developer and Franchisor, its subsidiaries or affiliates;

(iii) The Multi-Unit Developer and each of its affiliates, shareholders, members, partners, officers and directors must sign a general release, the consideration for which shall be the approval of the transfer, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

(iv) The transferee must enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the Multi-Unit Developer's obligations under the relevant Franchise Agreements and, if deemed necessary by Franchisor, the transferee's principals, individually, shall guarantee the performance of all these obligations in writing in a form satisfactory to Franchisor;

(v) The transferee must demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to open and operate the Centers (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial acumen required of new Multi-Unit Developers, and has sufficient equity capital, as determined by Franchisor in Franchisor's sole discretion, to open and operate the Centers required under the terms of this Multi-Unit Development Agreement;

(vi) At Franchisor's option, the transferee must sign (and, upon Franchisor's request, shall cause all interested parties to sign), for a term ending on the expiration date of the Franchise Agreement(s) and with the successor term as may be provided by the Franchise Agreement(s), the standard form of Franchise Agreement and Multi-Unit Development Agreement then being offered to new Multi-Unit Developers and any other ancillary agreements as Franchisor may require for the Centers, which agreements shall supersede the Franchise Agreements and the Multi-Unit Development Agreement between the Multi-Unit Developer and Franchisor in all respects and the terms of which agreements may differ from the terms of the Franchise Agreements and Multi-Unit Development Agreement, including, without limitation, the implementation of other fees and different royalty rates;

(vii) The Multi-Unit Developer and its principals must remain liable for all direct and indirect obligations to Franchisor in connection with the Centers before the effective date of transfer and will continue to remain responsible for their obligations of nondisclosure, noncompetition and indemnification as provided in the Franchise Agreements and Personal Guaranty, attached into this Agreement as Attachment C, and shall sign any and all instruments reasonably requested by Franchisor to further evidence this liability; and

(viii) Multi-Unit Developer or its approved transferee must pay to Franchisor, at the time of said transfer, a transfer fee ("**Development Transfer Fee**") equal to Twenty Five Hundred Dollars (\$2,500) for each unopened Center to be transferred, and Ten Thousand Dollars (\$10,000), or such other amount as required by the terms of each individual Franchise Agreement, for each Center which is open and operating at the time Multi-Unit Developer notifies Franchisor of its intent to transfer or assign this Agreement (which transfer or assignment shall be in compliance with the terms of each open Center's individual Franchise

Agreement), to cover Franchisor's administrative and other expenses in connection with the transfer of the Centers by the Multi-Unit Developer.

8.2.5 If Multi-Unit Developer or its principals shall at any time determine to sell, transfer or otherwise dispose of all or part of the rights under this Agreement or an ownership interest in Multi-Unit Developer, and Multi-Unit Developer or its principals shall obtain a bona fide, signed written offer from a responsible and fully disclosed purchaser, Multi-Unit Developer shall notify Franchisor in writing of such offer, and Franchisor shall have the right and option, exercisable within a period of 30 days from the date of delivery of this offer, by written notice to Multi-Unit Developer or its owners, to purchase the rights under this Agreement or this ownership interest for the price and on the terms and conditions contained in said purchaser's offer. If Franchisor does not exercise its right of first refusal, Multi-Unit Developer or its principals may complete the sale of Multi-Unit Developer or this ownership interest, subject to Franchisor's approval of the purchaser and all other conditions set forth in this Section 8.2, provided that if this sale is not completed within 120 days after delivery of this offer to Franchisor, Franchisor shall again have the right of first refusal outlined in this Section 8.2(e). In the event that the Multi-Unit Developer wishes to publicly offer its shares in any partnership or corporation which has an ownership interest in the Multi-Unit Developer, said public offering shall be subject to the approval of Franchisor, this approval to not be unreasonably withheld.

8.3 Each shareholder, member, or partner of the corporation, limited liability company, or partnership which is granted the rights to serve as the Multi-Unit Developer hereunder shall be a party to a shareholders' agreement, operating agreement, or partnership agreement which shall provide, inter alia, that upon any dissolution of the corporation, limited liability company, or partnership, or upon any divorce decree among the parties who are also shareholders, members, or partners, that ownership of the shares, membership interest, or partnership interest shall be transferred to the shareholder, member, or partner for agreed upon consideration, which has primary responsibility for sales and marketing activities, typically the President, following any dissolution or decree. The form and content of the shareholders' agreement, operating agreement, or partnership agreement must be approved by Franchisor before execution. Multi-Unit Developer's failure to comply with this Section 8.3 shall constitute a material default of this Agreement.

9. FORCE MAJEURE

In the event that Multi-Unit Developer is unable to comply with the Development Schedule due to strike, riot, civil disorder, war, failure to supply, fire, pandemic, natural catastrophe or other similar events beyond its control, and upon notice to Franchisor, the Development Schedule and this Agreement shall be extended for a corresponding period, not to exceed 90 days; provided, however, that this Section 9 shall not extend the time for payment of any monetary obligations owed to Franchisor.

10. CONFIDENTIALITY

10.1 Nothing contained in this Agreement shall be construed to require Franchisor to divulge to Multi-Unit Developer any trade secrets, techniques, methods or processes except the material contained in Franchisor's Operations Manuals and training materials, and then only pursuant to the terms, conditions and restrictions contained in the applicable Franchise Agreement. Multi-Unit Developer acknowledges that its knowledge of Franchisor's know-how, processes, techniques, information and other proprietary data is derived entirely from information disclosed to it by Franchisor and that the information is proprietary, confidential and a trade secret of Franchisor. Multi-Unit Developer agrees to adhere fully and strictly to the confidentiality of the information and to exercise the highest degree of diligence in safeguarding Franchisor's trade secrets during and after the term of this Agreement. Multi-Unit Developer shall divulge the material only to its employees and agents and only to the extent necessary to permit the efficient operation of the Centers. It is expressly agreed that the ownership of all the items and property is and shall remain vested solely in Franchisor.

10.2 Multi-Unit Developer agrees that all terms of this Agreement shall remain confidential and shall not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures other than the existence of this Agreement without the prior written consent of Franchisor unless compelled by law or ordered to do so by a court of competent jurisdiction. It is agreed and understood that Multi-Unit Developer may disclose the terms of this Agreement to its professional advisors and lenders. Franchisor shall be free to make the disclosure of the terms of this Agreement as it determines, in its sole discretion, to be in the best interest of Franchisor or the System.

11. NONCOMPETITION

11.1 Multi-Unit Developer has specifically acknowledged that, pursuant to this Agreement, Multi-Unit Developer will receive valuable specialized Confidential Information and information regarding the business of Franchisor, and its System. Multi-Unit Developer covenants that during the term of this Agreement and subject to the post-term also provisions contained in this Agreement, except as otherwise approved in writing by Franchisor, Multi-Unit Developer will not, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partners or corporations:

11.1.1 Divert or attempt to divert any business or customer of the Centers to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Marks or the System;

11.1.2 Employ or seek to employ any person who is at that time employed by Franchisor or by Multi-Unit Developer or any other Multi-Unit Developer or franchisee of Franchisor, or otherwise directly or indirectly induce this person to leave his or her employment; or

11.1.3 Own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business that engages in the establishment, development, operation, and management of wellness and healthcare centers that specialize in providing wellness and healthcare services to the general public in any manner that is the same as or substantially similar to the Centers (a “**Competitive Business**”).

11.2 Multi-Unit Developer covenants that, except as otherwise approved in writing by Franchisor, Multi-Unit Developer shall not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two years thereafter, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any Competitive Business which is the same as or substantially similar to the Center and which is located within a radius of 100 miles of the Development Territory hereunder or within a radius of a 100 miles of the location of any Multi-Unit Developer, company-owned Center, affiliate owned Center, or franchisee-owned Center under the System which is in existence on the date of expiration or termination of this Agreement.

11.3 Sections 11.1 and 11.2 shall not apply to ownership by Multi-Unit Developer of less than a 2% beneficial interest in the outstanding equity securities of any publicly-held corporation provided that Multi-Unit Developer has no management responsibility or advisory responsibility with such publicly-traded company.

11.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section 11 are held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Multi-Unit Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of this 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 11.

11.5 Multi-Unit Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 11.1 and 11.2 in this Agreement, or any portion thereof, without Multi-Unit Developer’s consent, effective immediately upon receipt by Multi-Unit Developer of written notice thereof, and Multi-Unit Developer agrees that it shall forthwith comply with any covenant as so modified, which shall be fully enforceable.

11.6 Multi-Unit Developer expressly agrees that the existence of any claims it 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 11. Multi-Unit Developer agrees to pay all costs and expenses (including reasonable attorneys’ fees) incurred by Franchisor in connection with the enforcement of this Section 11 provided Franchisor prevails in any or all of its claims against Multi-Unit Developer.

11.7 Multi-Unit Developer acknowledges that Multi-Unit Developer's violation of the terms of this Section 11 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Multi-Unit Developer accordingly consents to the issuance of an injunction by any court of competent jurisdiction or arbitrator having jurisdiction over the Agreement prohibiting any conduct by Multi-Unit Developer in violation of the terms of this Section 11.

11.8 At Franchisor's request, Multi-Unit Developer will require and obtain execution of covenants similar to those set forth in this Section 11 (including covenants applicable upon the termination of a person's relationship with Multi-Unit Developer) from any or all of the following persons: (a) all directors and managers of each Center; (b) all officers, directors and holders of a beneficial interest of 5% or more of the securities of Multi-Unit Developer and of any corporation directly or indirectly controlling Multi-Unit Developer if Multi-Unit Developer is a corporation; and (c) the members or general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of 5% or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner) if Multi-Unit Developer is a limited liability company or partnership. All covenants required by this Section 11 shall be in forms satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of these covenants with the independent right to enforce them. Failure by Multi-Unit Developer to obtain execution of a covenant required by this Section 11 shall constitute a material default under Section 7 of this Agreement.

12. ENTIRE AGREEMENT

This Agreement, along with the Franchise Disclosure Document, constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties hereto. Nothing in the Multi-Unit Development Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. Where this Agreement and any Franchise Agreement between the parties conflict with respect to initial training, the amount or payment terms of Initial Franchise Fees or equity interests held by the franchisee or operating partners and unit managers, the terms of this Agreement shall govern. Under no circumstances do the parties intend that this Agreement be interpreted in a way as to grant Multi-Unit Developer any rights to grant sub-franchises in the Development Territory.

13. MONTHLY REPORTS

Multi-Unit Developer agrees that it shall provide to Franchisor a monthly report of its activities and progress in developing and establishing Centers as provided herein. The monthly reports shall be submitted no later than the 5th day following the end of the preceding month during the term of this Agreement.

14. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 It is acknowledged and agreed that Multi-Unit Developer and Franchisor are independent contractors and nothing contained herein shall be construed as constituting Multi-

Unit Developer as the agent, partner or legal representative of Franchisor for any purpose whatsoever. Multi-Unit Developer shall enter into contracts for the development of the Development Territory contemplated by this Agreement at its sole risk and expense and shall be solely responsible for the direction, control and management of its agents and employees. Multi-Unit Developer acknowledges that it does not have authority to incur any obligations, responsibilities or liabilities on behalf of Franchisor, or to bind Franchisor by any representations or warranties, and agrees not to hold itself out as having this authority.

14.2 Multi-Unit Developer agrees to protect, defend, indemnify and hold Franchisor harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with Multi-Unit Developer's carrying out its obligations hereunder.

15. COMPLIANCE WITH APPLICABLE LAWS

Multi-Unit Developer must develop all Centers in the Development Territory in accordance and compliance with all applicable federal, state and local statutes, laws, including all state and federal health care laws, drug safety laws, and laws related to the operation of healthcare facilities, ordinances and regulations (where applicable) and agrees to promptly pay all financial obligations incurred in connection therewith. Multi-Unit Developer must obtain all business licenses and permits required for the operation of a Center by federal, state, and local laws, ordinances, rules and regulations before operating any Center.

16. CHANGE IN DEVELOPMENT TERRITORY

The parties acknowledge that the development of the Development Territory as anticipated hereunder has been determined according to the needs of the Multi-Unit Developer's targeted market in the Development Territory, as determined by Franchisor, as of the date of execution of this Agreement. The Multi-Unit Developer understands that, if there is an increased public demand for the products and services offered by Franchisor due to an increase in the number of individuals or families in the Development Territory, Franchisor will expect the Multi-Unit Developer to establish additional Centers within the Development Territory. While Franchisor will not require the Multi-Unit Developer to establish the additional Centers, Franchisor will strongly encourage Multi-Unit Developer to do so. Any additional Center shall be governed by Franchisor's then-current form of individual Franchise Agreement.

17. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives.

18. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, which laws shall govern in the event of any conflict of laws, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.). The parties expressly consent to personal jurisdiction in the State of Colorado and

agree that, except as set forth in Section 21, the state and federal court(s) located in Denver, Colorado will have exclusive jurisdiction for the purposes of carrying out this provision.

19. RECEIPT OF DOCUMENTS

Multi-Unit Developer acknowledges receipt of the Franchise Disclosure Document, Multi-Unit Development Agreement, Franchise Agreement, and other contracts for the Center at least 14 calendar days before execution hereof or payment of any monies.

20. NOTICE

Whenever this Agreement requires notice, it shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the other party at the addresses set forth below, unless written notice is given of a change of address.

All notices to Multi-Unit Developer shall be conclusively deemed to have been received by Multi-Unit Developer upon the delivery or attempted delivery of this notice to Multi-Unit Developer’s address listed herein, or the changed address.

To Franchisor:

PLM FRANCHISING, INC.
16194 W. 45th Drive
Golden, CO 80403
Attention: Nick Cavarra

Notice to Multi-Unit Developer:

21. ARBITRATION

21.1 The parties agree that all controversies, claims and disputes between them arising out of or relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the performance of either party, and/or the purchase of the development rights by Multi-Unit Developer shall be finally resolved by submitting this matter to binding arbitration under the auspices of, and using the commercial arbitration rules of, the American Arbitration Association as such rules are in effect as of the date the demand for arbitration is filed. Each party shall agree on one arbitrator selected from a panel of neutral arbitrators provided by the American Arbitration Association or such other arbitration body as the parties mutually agree upon, and the arbitrator shall be chosen by the striking method. In accordance with the terms of the Federal Arbitration Act, the Arbitrator shall hear the dispute in the American Arbitration Association offices in Denver, Colorado. Each party shall bear its own costs and attorney fees and one-half of the arbitrator’s expenses. The arbitrator shall have no authority to amend or modify the terms of this Agreement. Each party further agrees that, unless a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The decision of the arbitrator shall be final and binding. The Multi-Unit Developer knows, understands, and

agrees that it is the intent of the parties that any arbitration between Franchisor and the Multi-Unit Developer shall be of the Multi-Unit Developer's individual claims and that the claims subject to arbitration shall not be arbitrated in conjunction with the claims of other Multi-Unit Developers or franchisees or on a class-wide basis, and Multi-Unit Developer hereby waives any right it may assert to have its claims arbitrated in conjunction with the claims of other Multi-Unit Developers or franchisees or on a class-wide basis.

21.2 Notwithstanding any provision contained in this Section 21, Franchisor may, at its sole option, institute an action or actions for temporary or preliminary injunctive relief or seeking any other temporary or permanent equitable relief against the Multi-Unit Developer that may be necessary to protect its trademarks or other rights or property. However, in Franchisor's sole discretion, the final right of determination of the ultimate controversy, claim or dispute shall be decided by arbitration as aforesaid and recourse to the courts shall thereafter be limited to seeking an order to enforce an arbitral award. In no event shall the Multi-Unit Developer be entitled to make, the Multi-Unit Developer shall not make, and the Multi-Unit Developer hereby waives, any claim for money damages by way of set-off, counterclaim, defense or otherwise based upon any claim or assertion by the Multi-Unit Developer that Franchisor has unreasonably withheld or unreasonably conditioned or delayed any consent or approval to a proposed act by the Multi-Unit Developer under any of the terms of this Agreement. The Multi-Unit Developer's sole remedy for any claim shall be an action or proceeding to enforce any provisions, for specific performance or declaratory judgment.

22. MODIFICATION BY FRANCHISOR

Franchisor may modify and update its Operations Manual, the Marks and the System unilaterally under any conditions and to any extent which Franchisor, in the exercise of its sole discretion, deems necessary to meet competition, protect trademarks or trade name, or improve the quality of the products or services provided through the Centers, and Multi-Unit Developer shall exclusively incur the costs of any change in the Center or the System which has been caused by this modification. In the event that any improvement or addition to the Operations Manual, the System or the Marks is developed by Multi-Unit Developer, then Multi-Unit Developer agrees to assign all right, title, and interest to such improvement or addition or, if such assignment is prohibited by law, to grant to Franchisor an irrevocable, world-wide, exclusive, royalty-free license, with the right to sub-license the improvement or addition.

23. ACKNOWLEDGEMENTS

23.1 Multi-Unit Developer acknowledges and recognizes that different terms and conditions, including different fee structures, may pertain to different Multi-Unit Development Agreements and franchise agreements offered in the past, contemporaneously herewith, or in the future, and that Franchisor does not represent that all Multi-Unit Development Agreements or franchise agreements are or will be identical.

23.2 Multi-Unit Developer acknowledges that it is not, nor is it intended to be, a third party beneficiary of this Agreement or any other agreement to which Franchisor is a party.

23.3 Multi-Unit Developer represents to Franchisor that it has the business acumen, corporate authority, and financial wherewithal to enter into this Agreement and to perform all of its obligations hereunder and furthermore that the execution of this Agreement is not in contravention of any other written or oral obligation of the Multi-Unit Developer.

23.4 Multi-Unit Developer acknowledges that it received from Franchisor this Agreement with all blanks filled in at least seven calendar days before the execution of this Agreement.

23.5 Multi-Unit Developer acknowledges and accepts the following: THE SUCCESS OF THE MULTI-UNIT DEVELOPER IN MANAGING AND OPERATING MULTIPLE CENTERS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, MULTI-UNIT DEVELOPER'S INDEPENDENT BUSINESS ABILITY. MULTI-UNIT DEVELOPER HAS BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO OBTAIN INDEPENDENT ADVICE FROM LEGAL AND OTHER PROFESSIONALS BEFORE ENTERING INTO THIS AGREEMENT. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE CENTERS RESTS SOLELY WITH MULTI-UNIT DEVELOPER. MULTI-UNIT DEVELOPER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY FRANCHISOR TO INDUCE MULTI-UNIT DEVELOPER TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED HEREIN. FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO MULTI-UNIT DEVELOPER AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER MULTI-UNIT DEVELOPER'S BUSINESS. MULTI-UNIT DEVELOPER ACKNOWLEDGES AND AGREES THAT IT HAS NO KNOWLEDGE OF ANY REPRESENTATION MADE BY FRANCHISOR OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first written above.

FRANCHISOR:

**PLM FRANCHISING, INC.,
a Colorado corporation**

By: _____
President

MULTI-UNIT DEVELOPER:

a(n) _____

By: _____
Name: _____
Title: _____

MULTI-UNIT DEVELOPMENT AGREEMENT
ATTACHMENT A
DESCRIPTION OF DEVELOPMENT TERRITORY

ATTACHMENT A

DESCRIPTION OF THE DEVELOPMENT TERRITORY

MULTI-UNIT DEVELOPMENT FEE

Multi-Unit Development Fee: \$_____

MULTI-UNIT DEVELOPMENT AGREEMENT
ATTACHMENT B
DEVELOPMENT SCHEDULE

ATTACHMENT B
DEVELOPMENT SCHEDULE

Center	Development Period	Franchise Agreement Execution Deadline	Projected Opening Date
1	_____ to _____		
2	_____ to _____		
3	_____ to _____		
4	_____ to _____		
5	_____ to _____		

MULTI-UNIT DEVELOPMENT AGREEMENT
ATTACHMENT C
PERSONAL GUARANTY

ATTACHMENT C

PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of that certain Multi-Unit Development Agreement, and any revisions, modifications, addenda and amendments thereto, (hereinafter collectively the “**Agreement**”) dated _____, 20____, by and between PLM Franchising, Inc., a Colorado corporation (“**Franchisor**”) and _____ (“**Multi-Unit Developer**”), each of the undersigned personal guarantors (“**Personal Guarantors**”) agrees as follows:

1. The Personal Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Multi-Unit Developer under the terms, covenants and conditions of the Agreement, including without limitation, compliance with all confidentiality requirements, protection and preservation of confidential information, compliance with all non-compete provisions, compliance with the terms of any and all other agreements signed by Multi-Unit Developer in order to open and operate the Centers (as defined in the Agreement), and the complete and prompt payment of all indebtedness to Franchisor under the Agreement. The word “**Indebtedness**” is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations and liabilities of the Multi-Unit Developer, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Personal Guarantors are independent of the obligations of the Multi-Unit Developer and a separate action or actions may be brought and prosecuted against any or all of the Personal Guarantors, whether or not actions are brought against the Multi-Unit Developer or whether the Multi-Unit Developer is joined in any action.

3. Franchisor shall not be obligated to inquire into the power or authority of the Multi-Unit Developer or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Multi-Unit Developer’s behalf and any obligation or indebtedness made or created in reliance upon the exercise of this power and authority shall be guaranteed hereunder. Where the Personal Guarantors are corporations, limited liability companies, or partnerships it shall be conclusively presumed that the Personal Guarantors and the shareholders, members, partners, agents, officers and directors acting on their behalf have the express authority to bind these corporations, limited liability companies, or partnerships and that these corporations, limited liability companies, or partnerships have the express power to act as the Personal Guarantors pursuant to this Personal Guaranty and that this action directly promotes the business and is in the interest of these corporations, limited liability companies, or partnerships.

4. Franchisor, its successors and assigns, may occasionally, without notice to the undersigned: (a) resort to the undersigned for payment of any of the Indebtedness, whether or not it or its successors have resorted to any property securing any of the Indebtedness or proceeded

against any other of the undersigned or any party primarily or secondarily liable on any of the Indebtedness; (b) release or compromise any Indebtedness of any of the undersigned hereunder or any Indebtedness of any party or parties primarily or secondarily liable on any of the Indebtedness; (c) extend, renew or credit any of the Indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the Indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Multi-Unit Developer and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Personal Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Personal Guarantors and the death of any Personal Guarantor shall not terminate the liability of the Personal Guarantor or limit the liability of the other Personal Guarantors hereunder.

7. If more than one person has signed this Personal Guaranty, the term “**the undersigned,**” as used herein shall refer to each person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

IN WITNESS WHEREOF, each of the undersigned has signed this Personal Guaranty under seal effective as of the ____ day of _____, 20__.

_____ [Signature]	_____ [Signature]
_____ [Printed Name]	_____ [Printed Name]
_____ _____ Home Address	_____ _____ Home Address
_____ Home Telephone	_____ Home Telephone
_____ Business Telephone	_____ Business Telephone
_____ Date	_____ Date

[Signature]

[Signature]

[Printed Name]

[Printed Name]

Home Address

Home Address

Home Telephone

Home Telephone

Business Telephone

Business Telephone

Date

Date

MULTI-UNIT DEVELOPMENT AGREEMENT

ATTACHMENT D

**STATEMENT OF SHAREHOLDERS/
MEMBERS/PARTNERS**

ATTACHMENT D

STATEMENT OF SHAREHOLDERS/MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the “**Shareholders**”) of the Multi-Unit Developer and their respective shareholdings are as follows:

NAME OF SHAREHOLDER	NUMBER AND DESIGNATION OF SHARES	OWNERSHIP PERCENTAGE

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

Operations Manual

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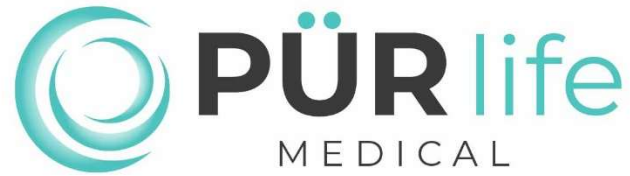
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EXHIBIT E
FINANCIAL STATEMENTS



PLM FRANCHISE OPERATIONS, INC.

CONSOLIDATED FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
AS OF MAY 20, 2024 AND FOR THE PERIOD FROM INCEPTION
(DECEMBER 5, 2023) TO MAY 20, 2024



PLM FRANCHISE OPERATIONS, INC.

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Independent Auditor's Report

To the Shareholders
PLM Franchise Operations, Inc.
Golden, CO

Opinion

We have audited the accompanying consolidated financial statements of PLM Franchise Operations, Inc., which comprise the consolidated balance sheet as of May 20, 2024 and the related consolidated statement of operations, stockholder's equity, and cash flows for the period from inception (December 5, 2023) to May 20, 2024, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of PLM Franchise Operations, Inc. as of May 20, 2024, and the related consolidated statement of operations, stockholder's equity and cash flows for the period from inception (December 5, 2023) to May 20, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated 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 within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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.

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

Kezas ¹/₃ Dunlavy

St. George, Utah
May 29, 2024

PLM FRANCHISE OPERATIONS, INC.
 Consolidated Balance Sheet
 As of May 20, 2024

	2024
Assets	
Current assets	
Cash and cash equivalents	\$ 100,000
Total assets	\$ 100,000
Liabilities and Stockholder's Equity	
Total liabilities	\$ -
	-
Stockholder's equity	
Additional paid in capital	100,000
Total stockholder's equity	100,000
Total liabilities and stockholder's equity	\$ 100,000

The accompanying notes are an integral part of the financial statements.

PLM FRANCHISE OPERATIONS, INC.
Consolidated Statement of Operations
For the period from inception (December 5, 2023) to May 20, 2024

	<u>2024</u>
Operating revenue	\$ -
Operating expenses	
General and administrative	<u>-</u>
Total expenses	<u>-</u>
Net income	<u><u>\$ -</u></u>

The accompanying notes are an integral part of the financial statements.

PLM FRANCHISE OPERATIONS, INC.
Consolidated Statement of Stockholder's Equity
For the period from inception (December 5, 2023) to May 20, 2024

	<u>2024</u>
Beginning equity	\$ -
Paid-in-capital	<u>100,000</u>
Balance at May 20, 2024	<u>\$ 100,000</u>

The accompanying notes are an integral part of these financial statements.

PLM FRANCHISE OPERATIONS, INC.
Consolidated Statement of Cash Flows
For the period from inception (December 5, 2023) to May 20, 2024

	2024
Cash flow from operating activities:	
Net income	\$ -
Adjustments to reconcile net income to net cash used in operating activities:	
Changes in operating assets and liabilities:	-
Net cash used in operating activities	-
Cash flows from financing activities:	
Paid-in-capital	100,000
Net cash provided by financing activities	100,000
Net change in cash and cash equivalents	100,000
Cash at the beginning of the period	-
Cash at the end of the period	\$ 100,000
Supplemental disclosure of cash flow information:	
Cash paid for interest	\$ -

The accompanying notes are an integral part of the financial statements.

PLM FRANCHISE OPERATIONS, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
May 20, 2024

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

PLM Franchise Operations, Inc. (the "Company") was organized in the State of Colorado on December 5, 2023, as a Corporation. The Company owns a franchise operation in the medical health and wellness category.

The consolidated financial statements consist of PLM Franchise Operations, Inc. and its' only subsidiary PLM Franchise.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending September 30 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of May 20, 2024, the Company had cash and cash equivalents of \$100,000.

(e) Revenue Recognition

The Company's revenues consist of initial franchise fees and royalty fees. The Company has adopted ASC 606, *Revenue from Contracts with Customers*. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

For each franchised location, the Company enters into a formal agreement that clearly outlines the transaction price and the Company's performance obligations.

Upon evaluation of the five-step process, the Company has determined that royalty fees from locations operated by franchisees, which are based on a percentage of gross revenue, are to be recognized at the time the underlying sales occur. Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term.

The Company sold no franchises during the period ended May 20, 2024.

PLM FRANCHISE OPERATIONS, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
May 20, 2024

(f) Income Taxes

The Company is structured as a C-Corporation under the laws of the state of Colorado. The Company has adopted the liability method of accounting for income taxes ASC 740, *Income Taxes*. Under ASC 740, deferred income taxes are recorded to reflect tax consequences on future years for the differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using entered tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. As of May 20, 2024, there are no deferred tax assets or liabilities.

The Company adopted the provisions ASC 740-10-24, *Accounting for Uncertain in Income Taxes*. This provision prescribes recognition thresholds that must be met before a tax position is recognized in the financial statements and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Under the provision, an entity may only recognize or continue to recognize tax positions that meet a “more likely than not” threshold. The Company did not make any adjustment to opening retained earnings as a result of the implementation.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements.

The Company’s policy is to recognize interest and penalties related to income tax issues as components of income tax expense. The Company did not recognize or incur any accrual for interest and penalties relating to income taxes as of May 20, 2024.

(g) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, the carrying amounts approximate fair value due to their short maturities.

(h) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of inurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

PLM FRANCHISE OPERATIONS, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
May 20, 2024

(3) Subsequent Events

Management has reviewed and evaluated subsequent events through May 29, 2024, the date on which the consolidated financial statements were issued.

EXHIBIT F

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY, NON-DISCLOSURE, AND NON-SOLICITATION AGREEMENT

THIS CONFIDENTIALITY, NON-DISCLOSURE, AND NON-SOLICITATION AGREEMENT (“**Agreement**”), dated as of [DATE] (“**Effective Date**”), is between PLM Franchising, Inc., located at 16194 W. 45th Drive, Golden, CO (“**Disclosing Party**”), and [RECIPIENT NAME], located at [ADDRESS] (“**Recipient**”).

1. In connection with the Recipient desiring to obtain certain confidential and proprietary information from the Disclosing Party for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from the Disclosing Party (“**Purpose**”), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to **Section 0**, shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, attorneys, accountants and financial advisors (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

2. “**Confidential Information**” means all non-public, proprietary or confidential information of Disclosing Party, in oral, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient’s or its Representatives’ act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient’s or its Representatives’ possession, as established by documentary evidence, prior to Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (y) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (z) any terms, conditions or arrangements discussed.

3. If Recipient or any of its Representatives is required by law or a valid legal order to disclose any Confidential Information, Recipient shall, prior to such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. Upon the expiration of this Agreement or otherwise at Disclosing Party’s request, Recipient shall promptly, at Disclosing Party’s option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives’ possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction thereof. Notwithstanding the foregoing, Recipient and its Representatives (a) may retain a copy of the Confidential Information to the extent such retention is required to demonstrate compliance with law, regulatory authority, or other applicable judicial or governmental

order, and (b) shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with Recipient's or its Representatives' generally applicable security and/or disaster recovery procedures. Any Confidential Information that is not returned or destroyed shall remain confidential, subject to the terms of this Agreement, including the obligations of Recipient to preserve the confidentiality of any such retained information.

5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

6. Disclosing Party retains its entire right, title and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Recipient or any other person.

7. The Recipient shall not, and shall not permit its affiliates to, directly or indirectly, (a) solicit for employment or engagement, or hire or engage, any employee or contractor of the Disclosing Party or its subsidiaries with whom Recipient has had contact or who became known to Recipient in connection with its evaluation of a possible business transaction with the Disclosing Party, *provided*, that the foregoing covenant shall not apply to general solicitations of employment not targeted or directed at the Disclosing Party, its subsidiaries or its or their employees, or communications with any person who initiated contact with Recipient about potential employment or engagement or whose employment or service with the Disclosing Party or any of its subsidiaries has terminated; or (b) solicit any current or potential client or customer of the Disclosing Party, who became known to Recipient in connection with its evaluation of a possible business transaction with the Disclosing Party, for purposes of diverting the business of such client or customer from the Disclosing Party, *provided*, that the foregoing covenant shall not apply to clients or customers of the Disclosing Party with which Recipient has or had a preexisting relationship on or prior to the Effective Date, or to Recipient's general advertising or marketing activities.

8. The rights and obligations of the parties under this Agreement expire two (2) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

9. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

10. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding relating to this Agreement must be instituted in the federal or state courts located in the State of Colorado. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

11. All notices must be in writing and addressed to the relevant party at its address set forth in the preamble (or to such other address such party specifies in accordance with this **Section 11**). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.

12. This Agreement constitutes the entire agreement of the parties with respect its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

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

[RECIPIENT NAME]

PLM FRANCHISING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G
LIST OF FRANCHISEES

LIST OF PLM FRANCHISING, INC. CURRENT FRANCHISEES AS OF JULY 15, 2024

<i>Name</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Telephone Number</i>
<i>Clinton & Christal Dykes</i>	<i>1024 Highway A1A, Suite 152</i>	<i>Satellite Beach</i>	<i>FL</i>	<i>32937</i>	<i>561-409-7542</i>
<i>Christina Breaux, Victor Gonzales</i>	<i>9730 Bluebonnet Blvd, Suite 6</i>	<i>Baton Rouge</i>	<i>LA</i>	<i>70810</i>	<i>504-982-4020</i>
<i>Michael Nersesian, Arpit Patel, Ernesto Souffrain, Mihir/Nirali Patel</i>	<i>94 Main Street</i>	<i>Chatham</i>	<i>NJ</i>	<i>34786</i>	<i>917-532-5413</i>
<i>Nidhi/Parveen Bhardwaj</i>	<i>335, Princeton Hightstown Rd, Unit 23</i>	<i>West Windsor</i>	<i>NJ</i>	<i>08550</i>	<i>609-664-7900</i>
<i>Sue & Mike Roessner</i>	<i>116 Woodbury road</i>	<i>Woodbury</i>	<i>NY</i>	<i>32828</i>	<i>631-464-0909</i>
<i>Tiffany Huynh</i>	<i>2900 N Quinlan Park Rd, Suite 430</i>	<i>Austin</i>	<i>TX</i>	<i>78732</i>	<i>781-999-5761</i>
<i>Warren Enszer</i>	<i>15500 West State Hwy 71 Suite 120</i>	<i>Bee Cave</i>	<i>TX</i>	<i>78738</i>	<i>608-609-5856</i>
<i>Chris Newby & Jennifer Newby</i>	<i>9435 North Freeway</i>	<i>Fort Worth</i>	<i>TX</i>	<i>76177</i>	<i>817-946-8128</i>
<i>Jeffrey Fox, Jordan/Rachel Harris</i>	<i>1844 Fort Union Blvd</i>	<i>Cottonwood Heights</i>	<i>UT</i>	<i>84121</i>	<i>801-602-1653</i>
<i>Kathy & Alan Bybee</i>	<i>1330 E. Hwy 193, Ste C1</i>	<i>Layton</i>	<i>UT</i>	<i>84040</i>	<i>801-726-7307</i>

**LIST OF PLM FRANCHISING, INC. FRANCHISES TERMINATED, CANCELLED,
NOT RENEWED OR OTHERWISE CEASED TO DO BUSINESS**

<i>Name</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Telephone Number</i>
<i>Dr. Seneque Milien</i>	<i>8402 E 116 Street, Suite 100</i>	<i>Fishers</i>	<i>IN</i>	<i>46038</i>	<i>954-654-1669</i>
<i>Tim Sauve</i>	<i>9660 Falls of Neuse Rd Ste 151</i>	<i>Raleigh</i>	<i>NC</i>	<i>27615</i>	<i>919-279-7993</i>
<i>Richard Hickman, Ryan Bishop</i>	<i>252 E University Parkway</i>	<i>Orem</i>	<i>UT</i>	<i>32901</i>	<i>801-472-4608</i>
<i>Derek Law</i>	<i>5685 S 1475 E</i>	<i>South Ogden</i>	<i>UT</i>	<i>84403</i>	<i>435-740-4651</i>
<i>Juan Martinez</i>	<i>8860 S Redwood Rd Suite #108</i>	<i>West Jordan</i>	<i>UT</i>	<i>84088</i>	<i>801-759-2144</i>
<i>Henrykumar Patel</i>	<i>221 W Southlake Blvd Ste 100</i>	<i>Southlake</i>	<i>TX</i>	<i>76092</i>	<i>781-472-9380</i>
<i>Breanne Coats, David Leale</i>	<i>5973 Sixth Avenue</i>	<i>Tacoma</i>	<i>WA</i>	<i>32968</i>	<i>253-363-6347</i>

EXHIBIT H
WAIVER OF MANAGEMENT AGREEMENT

**AMENDMENT TO
FRANCHISE AGREEMENT
WAIVER OF MANAGEMENT AGREEMENT**

THIS AMENDMENT (“**Amendment**”) is made and entered into on this ___day of _____, 20____, by and between PLM Franchising, Inc., a Colorado corporation (“**Franchisor**” or “**we**” or “**us**”), and _____, a _____ (“**Franchisee**” or “**you**”).

RECITALS

A. We and you are parties to a PÜR Life® Medical Franchise Agreement dated as of the same date as this Amendment (“**Franchise Agreement**”), which pertains to the management and operation of a “**PÜR Life® Medical**” business at a facility operating under the name “**PÜR Life® Medical**” (which is referred to as “**Clinic**”) (together the management and operation of a Clinic will be referred to as the “**Franchised Business**”) with the “**Territory**” as described in the Franchise Agreement. Your Clinic will be located and operated in the state of _____.

B. We and you wish to amend the terms of the Franchise Agreement as described below.

C. All capitalized terms not defined in this Amendment will have the meaning set forth in the Franchise Agreement, or the Management Agreement (as defined below).

AGREEMENT

NOW THEREFORE, we and you, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the Franchise Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, mutually agree as follows:

1. Franchisee’s Representations and Warranties:

a. You understand and agree that you are solely responsible for operating in full compliance with all laws that apply to your Franchised Business. The laws regulating the medical or healthcare industry include without limitation, federal, state and local regulations relating to: the practice of medicine and the operation and licensing of medical or healthcare services; the relationship of providers and suppliers of health care services, on the one hand, and physicians and clinicians, on the other, including anti-kickback laws; restrictions or prohibition on fee splitting; physician self-referral restrictions; payment systems for medical benefits available to individuals through insurance and government resources; privacy of patient records; use of medical devices; and advertising of medical services (together, “**Medical Regulations**”).

b. You represent and warrant to us that: (1) you have conducted independent research regarding the Medical Regulations that are applicable to medical or healthcare services generally, and the Franchised Business specifically in the Territory, including retaining the services of qualified professional advisers as necessary; (ii) you have verified that under the Medical Regulations applicable to your Franchised Business, you are permitted to both manage the Clinic and operate the Clinic, including hiring any medical or healthcare practice and other personnel and providing medical or healthcare services to patients at the Clinic.

c. You have requested that, based on your representations and warranties to us as to the Medical Regulations applicable to your Franchised Business, we waive the requirements of the Franchise Agreement that you (i) enter into a management agreement with a P.C., which as a separate entity would operate the Clinic and provide all medical or healthcare services, and (ii) you refrain from providing any medical or healthcare services to patients or hiring and supervising medical providers, subject to all applicable Medical Regulations.

d. You acknowledge and agree that we are entering into this Amendment in reliance your representations and warranties. You understand and agree that your obligations to operate in compliance with Medical Regulations will continue throughout the term of the Franchise Agreement, and if there are any changes in Medical Regulations that would render your operation of the Clinic in violation of any Medical Regulation, you will immediately advise of such change and of your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into a management agreement with a P.C.

e. You acknowledge and agree that by requesting us to permit you to perform all of the activities and obligations of the P.C. (rather than signing a management agreement with a P.C. that would operate the Clinic), you will incur all costs of both managing and operating the Clinic, including those costs that would otherwise be borne by the P.C. (such as obtaining all necessary licensing and certification for practicing medicine and compensation of medical or healthcare professionals). You have researched the costs associated with both managing and operating the Clinic.

2. Based on your representations and warranties to us above, you and we agree as follows:

a. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not required by the Franchise Agreement to enter into a Management Agreement with a P.C., provided that you comply with applicable Medical Regulations.

b. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not restricted from providing medical or healthcare services to the Clinic's patients, or from hiring and supervising the medical or healthcare professionals and employees who are legally authorized to provide medical or healthcare services to patients of the Clinic.

c. Instead of entering into the Management Agreement with a separate P.C., you agree to be solely responsible for operating the Clinic and providing, or arranging for and supervising the provision of, medical or healthcare services to the patients of the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "P.C." as set forth in our form of Management Agreement (the "**Management Agreement**"), a copy of which shall be made available to you upon request and after you have signed our confidentiality agreement.

d. Instead of entering into the Management Agreement with a separate P.C., you agree to be solely responsible for providing the management and support services necessary for operating the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "**Company**" as set forth in the Management Agreement, which are hereby incorporated into this Amendment.

e. Any reference in the Franchise Agreement to an obligation of, or requirement applicable to, the P.C. will be your obligation.

f. Any reference in the Franchise Agreement to the "**Franchised Business**" will include your activities in both managing and operating the Clinic.

3. Except as otherwise amended above, the Franchise Agreement is otherwise in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment in duplicate on the day and year first above written.

FRANCHISOR

FRANCHISEE

PLM FRANCHISING, INC.

a Colorado corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT I
STATE SPECIFIC ADDENDA

DISCLOSURES APPLICABLE TO VARIOUS STATES

- A. Item 2 of the Disclosure Document is amended to include the following persons who act as our Area Representatives:

Erin Kovacevic – Area Representative – Indiana

Ms. Kovacevic has been an Area Representative with Pür Life Medical since July 2022 for Indiana and a few counties in Michigan and Ohio.

Jeffrey Mitchell – Area Representative – Kansas and Missouri

Mr. Mitchell has been an Area Representative with Pür Life Medical since September 2022 for Kansas and Missouri. From August 2016 to present, Mr. Mitchell has been self-employed with a staffing and technology consulting business in Corsicana, TX.

Michael Nersesian – Area Representative – New Jersey and Pennsylvania

Mr. Nersesian has been an Area Representative with Pür Life Medical since September 2022 for Northeast Pennsylvania and North New Jersey.

Ernesto Souffrain - Area Representative – New Jersey and Pennsylvania

Mr. Souffrain has been an Area Representative with Pür Life Medical since September 2022 for Northeast Pennsylvania and North New Jersey.

Warren Enszer – Area Representative – Texas

Mr. Enszer has served as an Area Representative for Austin and San Antonio Texas for our predecessors and us since July 2022. He has also served as IT Business Leader of CFAN in San Marcos, Texas since November 2023. From June 2022 to August 2023 he served as Senior Cybersecurity Engineer of Northwestern Mutual in Austin, Texas. He served as Senior Cloud Engineer at American Family Insurance from July 2020 to June 2022 in Austin, Texas. From April 2016 to July 2020, he served as Senior Database Specialist for American Family Insurance in Madison, Wisconsin.

Jeffrey Fox – Area Representative – Utah

Mr. Fox has been an Area Representative with Pür Life Medical since November 2021 in Orem, UT. From June 2014 to May 2022, Mr. Fox was the Director of Academic Product Development at Brigham Young University in Provo, UT.

Lori Swan – Area Representative – Georgia and North FL

Ms. Swan has served as an Area Representative for Georgia and North Florida for our predecessors and us since June 2023. Since June 2020 she has served as the Senior Director of Qualis in Dundas, Illinois. From October 2021 to March 2022 she served as the Adobe Analytics Developer for Tanisha Systems and Kaiser Permanente in Iselin, New Jersey. Ms. Swan also served as the Digital Analytics Implementation Manager at Pitney Bowes in Stamford, Connecticut.

- B. Other than set forth below, there is no litigation or bankruptcy information to report in Item 3 or Item 4 as it relates to any of the Area Representatives referenced above.

Jeffrey T. Mitchell, the Area Representative for Kansas and Missouri, filed with his wife Sherryne D. Mitchell for protection under Chapter 7 of the U.S. Bankruptcy Code (U.S. Bankruptcy Court, District of Kansas - Case No. 18-22259, Judge Dale L. Somers) on October 1, 2018. The case was discharged on March 18, 2019.

REQUIRED BY THE STATE OF CALIFORNIA

Item 1 of the Franchise Disclosure Document is revised to include the following under Industry-Specific Laws:

Because Franchisee collects information from customers, it may contain personal information of individuals which is protected by law. Franchisee is also responsible for complying with all applicable current and future federal, state and local laws, regulations and requirements, including the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local laws, regulations and requirements. Franchisee may also be required to comply with opt-in requirements on Franchisee's website.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires Franchisor to give to Franchisee a Franchise Disclosure Document approved by the Department of Financial Protection and Innovation before Franchisor asks Franchisee to consider a material modification of Franchisee's Franchise Agreement.

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

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

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

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

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

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

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

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

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

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.

OUR WEBSITE (www.purlifemedical.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.

In the state of California, the highest interest rate permitted by law is ten percent (10%).

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation or endorsement by the commissioner.

[remainder of page blank]

REQUIRED BY THE STATE OF HAWAII

The following is added to the Cover Page:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO FRANCHISEE OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY FRANCHISEE OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

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

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The following list reflects the status of the Franchise registrations of the Franchisor in the states which require registration:

1. This proposed registration is effective in the following states:

None.

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

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

3. States which have refused, by order or otherwise, to register these Franchises are:

None

4. States which have revoked or suspended the right to offer the Franchises are:

None

5. States in which the proposed registration of these Franchises has been withdrawn are:

None

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.

[remainder of page blank]

REQUIRED BY THE STATE OF ILLINOIS

Item 17 of this disclosure document is supplemented by the addition of the following paragraphs at the end of the chart:

State Law

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Illinois Franchise Disclosure Act will govern any Franchise Agreement if it applies to a subfranchise located in Illinois.

Any condition in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for mediation in a forum outside of Illinois.

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

Intending to be legally bound, Franchisor and Franchisee sign and deliver this Addendum effective on the date of the Agreement.

FRANCHISOR

FRANCHISEE

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUIRED BY THE STATE OF INDIANA

Item 13 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), Franchisor will not accept any rebates from any person with whom Franchisee does business or associate in relation to transactions between Franchisee and the other person, other than for compensation for services rendered by Franchisor, unless the rebate is properly accounted for and submitted to Franchisee.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for Franchisor to unilaterally terminate Franchisee's Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits Franchisor to require Franchisee to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17 of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, Franchisee does not waive any right under the Indiana Statutes with regard to prior representations made by Franchisor.

The "Summary" column in Item 17 of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in the Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would requires Franchisee to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability

imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Although the Franchise Agreement requires mediation to be held at the office of the American Arbitration Association closest to our principal executive offices, mediation held pursuant to the Franchise Agreement must take place in Indiana if you so request. If you choose Indiana, we have the right to select the location in Indiana.

[remainder of page blank]

REQUIRED BY THE STATE OF MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND SUPPLEMENTAL AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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.).

[remainder of page blank]

REQUIRED BY THE STATE OF MINNESOTA

Despite anything to the contrary in the FDD and the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J. prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require Franchisee to waive its rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute Section 80C.14, Subds. 3-5, which require, (i) good cause for termination and except in certain specified cases that a franchisee be given 90 days' notice of termination (with 60 days to cure), and (ii) 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that Franchisor will protect Franchisee's rights under the Franchise Agreement to use the Marks, or indemnify Franchisee from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding Franchisee's use of the Marks, if Franchisee's use of the Marks is in compliance with the provisions of the Franchise Agreement and Franchisor's System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the Franchise Disclosure Document and the Franchise Agreement, which require Franchisee to sign a general release prior to renewing or transferring Franchisee's PÜR Life® Medical Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. The Franchisee cannot consent to the Franchisor obtaining injunctive relief. The Franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. Also, a court will determine if a bond is required.
10. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contact or rule, whether written or oral, any standard of conduct that is unreasonable.
11. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.
12. No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[remainder of page blank]

REQUIRED BY STATE OF NEW JERSEY

Liquidated damages are void if unreasonable under the totality of the circumstances, including whether a statute governs the relationship and concerns liquidated damages clauses; and the common practice in the industry.

[remainder of page blank]

REQUIRED BY THE STATE OF NEW YORK

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

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH FRANCHISEE ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering PÜR Life® Medical Franchises under the Franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal or State franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**";

However, to the extent required by applicable law, all rights Franchisee enjoys and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

Franchisee may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Article 33 of the General Business Law of the State of New York. No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, , any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[remainder of page blank]

REQUIRED BY THE STATE OF NORTH DAKOTA

Sections of the FDD or the Franchise Agreement requiring that Franchisee sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD or the Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Sections of the FDD or the Franchise Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Any sections of the FDD or the Franchise Agreement requiring Franchisee to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Any sections of the FDD or the Franchise Agreement requiring Franchisee to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Any sections of the FDD or the Franchise Agreement requiring Franchisee to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 15 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The Franchise Disclosure Document and the Franchise Agreement are amended accordingly to the extent required by law.

Item ITEM 17(v) of the Franchise Disclosure Document, Section 22.1 of the Franchise Agreement, and Section 18 of the Multi Unit Development Agreement is amended with the following language:

“Any action will be brought in the appropriate state or federal court in North Dakota.”

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

REQUIRED BY THE STATE OF RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The Franchise Disclosure Document and the Franchise Agreement are amended accordingly to the extent required by law.

The above language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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REQUIRED BY THE STATE OF SOUTH DAKOTA

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 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.

[remainder of page blank]

REQUIRED BY THE STATE OF VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to 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 franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for PLM Franchising, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

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

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[remainder of page blank]

REQUIRED BY THE STATE OF WASHINGTON

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, Multi-Unit Agreement, and Related Agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail. The FDD, the Franchise Agreement and the Multi-Unit Development are amended accordingly.

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration. In addition, if litigation is not precluded by the Franchise Agreement, 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. The Franchise Disclosure Document, the Franchise Agreement and the Multi-Unit Development are amended accordingly.

A release or waiver of rights executed by Franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable. The Franchise Disclosure Document, the Franchise Agreement and the Multi-Unit Development are amended accordingly.

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 Franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits Franchisor from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of Franchisee of the same Franchisor or (ii) soliciting or hiring any employee of the Franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

[remainder of page blank]

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20____.

Franchisor

FRANCHISEE

[remainder of page blank]

REQUIRED BY THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document and the Franchise Agreement are amended accordingly.

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.

[remainder of page blank]

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by Franchisor and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Multi-Unit Development Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Disclosure Document.

- | | | | | | |
|--------------------------|------------|--------------------------|--------------|--------------------------|--------------|
| <input type="checkbox"/> | California | <input type="checkbox"/> | Michigan | <input type="checkbox"/> | Rhode Island |
| <input type="checkbox"/> | Hawaii | <input type="checkbox"/> | Minnesota | <input type="checkbox"/> | South Dakota |
| <input type="checkbox"/> | Illinois | <input type="checkbox"/> | New York | <input type="checkbox"/> | Virginia |
| <input type="checkbox"/> | Indiana | <input type="checkbox"/> | North Dakota | <input type="checkbox"/> | Washington |
| <input type="checkbox"/> | Maryland | <input type="checkbox"/> | Ohio | <input type="checkbox"/> | Wisconsin |

Dated: _____

FRANCHISOR:

PLM FRANCHISING, INC.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

EXHIBIT J
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	Pending
Wisconsin	

EXHIBIT K
RECEIPT PAGES

RECEIPT

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

If PLM Franchising, Inc. offers you a franchise, offers you a franchise, it must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Franchisor or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, New York, Oklahoma, Rhode Island, or South Dakota law, if applicable, Picklr Franchise Inc. must provide this Franchise Disclosure Document to you at your first personal meeting to discuss the franchise or 10 business days before the execution of the franchise agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

If PLM Franchising, Inc. does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit A**.

Franchise Seller Information: Name – _____; Address _____.

Issuance Date: July 15, 2024

I have received a Franchise Disclosure Document issued on July 15, 2024 . This disclosure document included the following exhibits: A. State Administrators/Agents for Service of Process; B. Franchise Agreement; C. Multi-Unit Development Agreement; D. Operations Manual: Table of Contents; E. Financial Statements; F. Confidentiality/Nondisclosure Agreement; G. List of Franchisees; H. Waiver Management Agreement; I. State Specific Addenda; J. State Effective Dates; and K. Receipt Pages.

Date of Receipt: _____

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Company Name

Street Address

Telephone Number

City, State Zip Code

TO BE RETAINED BY YOU

RECEIPT

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

If PLM Franchising, Inc. offers you a franchise, offers you a franchise, it must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Franchisor or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, New York, Oklahoma, Rhode Island, or South Dakota law, if applicable, Picklr Franchise Inc. must provide this Franchise Disclosure Document to you at your first personal meeting to discuss the franchise or 10 business days before the execution of the franchise agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

If PLM Franchising, Inc. does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit A**.

Franchise Seller Information: Name – _____; Address - _____.

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Date of Receipt: _____

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Company Name

Street Address

Telephone Number

City, State Zip Code

TO BE RETURNED TO PLM FRANCHISING, INC.