FRANCHISE DISCLOSURE DOCUMENT

	Ream Franchise Group, LLC a California limited liability company 5140 Avenida Encinas Carlsbad, California, 92008 (858) 292-9202 info@gamedaymenshealth.com www.gamedaymenshealth.com

The franchise offered is for the right to open a Gameday medical clinic ("Clinic") to offer healthcare services to men ("Patients") (a "Gameday Men's Health Business.") Some of the healthcare services will be provided under membership plans and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications (the "Healthcare Services").

The total investment necessary to begin the operation of a single Gameday franchised business ranges from $227,075 and $386,496. This includes $63,250 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of two Gameday franchised businesses under an Area Development Franchise is between $442,150 to $765,492. This includes $107,500 to $112,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of three Gameday franchised businesses under an Area Development Franchise is between $653,225 to $1,140,488. This includes $151,250 and $160,250 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of four Gameday franchised businesses under an Area Development Franchise is between $861,550 to $1,512,734. This includes $192,750 and $206,250 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Gameday franchised businesses under an Area Development Franchise is between $1,067,875 and $1,882,980. This includes $232,250 and $250,250 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of six Gameday franchised businesses under an Area Development Franchise is between $1,272,200 and $2,251,226. This includes $269,750 and $292,250 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format which is more convenient for you. To discuss the availability of disclosures in different formats, contact Evan Miller, President, at Evan@gamedaymenshealth.com or (858) 292-9202.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a

Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at (877) FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 30, 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 D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit 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 Gameday Men's Health 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 Gameday Men's Health franchisee?	Item 20 or Exhibit D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to Patients, 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 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, arbitration, and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

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

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

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

5. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

6. **Third-Party Performance**. The MSO model involves a special risk in that performance of the required services is dependent on a third-party.

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.

NOTICE 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 prohibition of the right of a Franchisee to join an association of franchisees.

A requirement that a Franchisee assent to a release, assignment, novation, waiver, or estoppel that 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 all claims.

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

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 that have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (a) the term of the franchise is less than five years, and (b) 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; or other advertising or another commercial symbol in the same area after the expiration of the franchise or the franchisee does not receive at least six months advance notice of franchisor's intent not to renew the franchise.

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.

A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from agreeing, at the time of arbitration or litigation, to conduct arbitration or litigation at a location outside this state.

A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise except for good cause. The subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause includes:

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

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

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

The franchisee's failure 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.

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 and has failed to cure the breach in the manner provided in this notice.

A provision that 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.

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

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, and telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

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EXHIBITS

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSOR, AND AFFILIATES

The Franchisor

The franchisor is Ream Franchise Group, LLC. For ease of reference, Ream Franchise Group, LLC will be referred to as "we," "us," "our," or "Gameday Men's Health." We will refer to the person or entity that buys the franchise as "you," "your," or "Franchisee." If you are a business entity, certain provisions will also apply to your owners.

We are a California limited liability company formed on October 26, 2021. We do business as "Ream Franchise Group, LLC" and "Gameday Men's Health." We do not conduct business under any other name. We allow you to operate under the trademark "Gameday Men's Health." Our principal business address is 5140 Avenida Encinas, Carlsbad, California 92008. We sell franchises to operate and/or manage a Clinic offering Healthcare Services and other products for men and have done so since June 2022. We have not conducted a business of the type to be operated by you. We have never offered franchises in any other line of business, and we have no other business activities.

Our agent for service of process in California is Evan Miller, 5140 Avenida Encinas, Carlsbad, California 92008. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process.

Our Parents, Predecessors, and Affiliates

We have no predecessors.

Gameday Health Management, LLC ("Gameday Parent") is our parent company and shares our principal business address. Gameday Parent currently operates four Gameday Men's Health Businesses.

We have several affiliates (our "Affiliates").

Gameday Health Partners, LLC ("GHP Affiliate") is our Affiliate and shares our principal business address. GHP Affiliate operated three Gameday Men's Health Businesses until these Gameday Men's Health Businesses were sold to Gameday Parent in June 2023. GHP Affiliate has been dissolved, however, GHP Affiliate previously operated the Gameday Men's Health Businesses operated by Gameday Parent.

Gameday Canada Franchise Group LLC ("GD Canada") is our Affiliate and shares our principal business address. GD Canada offers substantially similar franchises in Canada and has done so since June 2023. GD Canada is not a supplier of any goods or services for our US franchise system.

Women's Health Franchise Group LLC ("WHFG Affiliate") is our Affiliate and shares our principal business address. WHFG intends to offer a women's health franchise concept beginning in summer or fall 2024. We and WHFG reserve the right to offer co-branding opportunities with the new franchise concept(s).

In 2018, Gameday Parent began providing services as a non-medical business management company. In 2020, GHP Affiliate purchased most of the assets and assumed most of the liabilities of Gameday Parent, and began operating the non-medical business management services. In February 2022, Gameday Parent assigned its trademarks to ZCB Works, LLC ("IP Affiliate"), whose principal address is the same as ours. In January 2023, Gameday Parent, re-acquired the assets and liabilities of the non-medical business management services from GHP Affiliate.

From 2018 to 2020, Gameday Parent (and from 2020 to June 2023, GHP Affiliate) has offered its non-medical business management services to California-based Clinics owned by physician K. Mitchell Naficy, M.D., doing business as Healthy Aging Centers, Inc., (d/b/a Gameday Men's Health) ("Healthy Aging"). Dr. Naficy's principal address is the same as ours. The non-medical business management services Gameday Parent offers to Dr. Naficy are substantially similar to those that will be offered by Clinics using the MSO Model, as defined below. Our Gameday Parent (and as described above, GHP Affiliate) have provided these management services to a Healthy Aging clinic in Carlsbad, California since 2018, in Temecula, California since 2020, in Laguna Hills, California since 2021 and in San Diego, California from 2022 until it was sold in 2023. In April 2023, Gameday Parent began providing management services to a Healthy Aging clinic in Newport Beach, California. Our GHP Affiliate, IP Affiliate, and WHFG Affiliate have never offered franchises in this or any other line of business and have no other business activities.

The Franchised Business

We grant you the right to open and operate a Clinic under either the DCO Model or the MSO Model, as defined below. In each case, the Clinic will offer in-person Healthcare Services to Patients, and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications. We refer to the DCO Model and MSO Model as the "Models." Throughout this Franchise Disclosure Document, we have included language denoting Model-specific information. Unless otherwise specified, information is applicable to both Models.

If you are a medical professional or if you will open your Clinic in a state that allows a non-medical professional to own a Clinic, you will operate through "Direct Clinic 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 Clinics (the "MSO Model.") We offer franchises for single Clinics and area development franchises ("Area Developer Franchise(s)") for the right to open multiple Clinics in a designated development area. Area developers sign individual franchise agreements for each Clinic. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s). Currently, in the state of Minnesota, we only offer the MSO Model and do not offer the DCO Model; and in the state of Washington, we only offer the DCO Model and do not offer the MSO Model. The State Addendum attached to this Franchise Disclosure Document as Exhibit F may contain additional references to the availability of a model in such states.

The Clinics will offer the then-current list of Healthcare Services to men using our "System" in a designated geographic area (an "Exclusive Territory"). Clinics may sell memberships to Patients for the use of certain Healthcare Services for designated time periods based on an entry fee and monthly dues, which will be described under member agreements with the Clinics. The membership programs do not allow for reciprocity and transfers among the membership programs of different Clinics. Our "System" includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO Model and the management services under the MSO Model; our "Proprietary Information", including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

Under both Models, we grant you the right to use the "Marks" (see Item 13) in advertising the availability of the Healthcare Services at the Clinic.

A "Medical Professional" is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Medical Professionals 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 Medical Professionals who directly own and operate the Clinic under the MSO Model.

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

Certain states prohibit the "corporate practice of medicine," meaning that a layperson cannot directly own a Clinic. 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 Medical Professional to deliver non-medical business management services to the Medical Professional's Clinic. The non-medical business management services include private-Patient 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 Clinic opening, with enough time for the Medical Professional to complete required Medical Training. We may grant an opening extension if you are unable to enter into an MSA prior to this time, as described in Item 11.

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

We also offer to select qualified persons ("Area Developer(s)") the opportunity to sign our area development agreement ("Area Development Agreement") and acquire the right to develop up to ten Clinics in a designated development area ("Development Territory") in accordance with a specified development schedule ("Development Schedule"). Area Developers must open a minimum of two Clinics.

The Development Territory will be established based on the consumer demographics of the area, the geographical area, city, county, and other boundaries. Area Developers must also sign a Franchise Agreement for the first Clinic at the same time as the Area Development Agreement.

Area Developers and franchisees will sign a separate franchise agreement for each Clinic on the then-current form used by us at the time, which may differ from the current Franchise Agreement included with this disclosure document. Unless otherwise stated, any reference in this disclosure document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Competition and Laws Affecting the Business

The delivery of healthcare services to the general public is well-established and highly competitive. Your Patients will be men in the general public. The healthcare sector that serves men exclusively is developing but is also very competitive. You will compete with other businesses offering healthcare

services in general (including medical practices, chiropractic practices, hospitals, and similar medical service providers) and that offer healthcare services exclusively to men. Operating the Clinic is not a seasonal business, and you will be open year-round.

All states and the federal government (and even some municipalities or counties) regulate the delivery of medical services to the public, and you must adhere to the same. All such laws are referred to as the "Applicable Laws." Further, some states allow DCO, while others allow only MSO practices. In addition, Applicable Law may dictate how you account for the Clinic's "Gross Revenue" (defined below) and the percentage ownership allowed between a layperson and Medical Professional. A determination by you of such laws will determine which of the two Models is allowed in your state.

There are also federal laws that govern the delivery of Healthcare Services, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"), which governs the protection of Patient information, the Health Information Technology for Economic and Clinical Health Act, which governs electronic Patient record keeping, the Clinical Laboratory Improvement Amendments, which provides guidelines and regulations for maintaining the on-site laboratory, and regulations of the United States Drug Enforcement Agency ("DEA"), which govern prescription practices. Violations of federal laws concerning self-referring, kick-backs, and the like may result in serious criminal and civil penalties and the termination of the Franchise Agreement.

Applicable Law will determine the scope of Healthcare Services that a Medical Professional can deliver to a Patient. For instance, in some states, only a physician or properly supervised nurse practitioner or physician assistant may offer an initial evaluation and diagnosis or write prescriptions. Similarly, state Applicable Law may regulate the level of supervision required to deliver some of the Healthcare Services. You will determine the same by reviewing your state's Applicable Laws and by creating a procedures manual that will adhere to the same. You will train your staff accordingly.

Applicable Law may also impose other restrictions on the operation or management of the Clinic, including the requirement that Patients be obtained only through referral by a primary-care physician and that restrict the franchisee from owning or managing more than one Clinic.

The "Initial Training" (Item 11) 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 Healthcare Services and other services to Patients. You (and not us) are required to enforce this requirement.

There may be other Applicable Laws that govern the operation of any business, including employment laws, health, safety, Occupational Safety & Health Administration (OSHA) regulations, and similar legal requirements. Some Applicable Laws may regulate the length and terms of membership contracts, advertising and limitations on pre-opening sales. You may also have to obtain a bond to protect pre-paid membership fees you collect and there may be buyer's remorse cancellation rights and other types of cancellation rights. In all cases, you must determine the existence of Applicable Laws concerning your business operations before you sign the Franchise Agreement and must continue to comply with them throughout the franchise relationship. We urge you to consult with legal and other professionals of your choice for such help.

From time to time, a governmental authority may add to, delete (and then reinstate), or modify an Applicable Law, and you will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law.

We will never provide or deliver information, directions, opinions, medical directives, treatment plans, or prescription advice and will never assert any direction or control over the Medical Professional/Patient relationship.

ITEM 2

BUSINESS EXPERIENCE

Member and President - Evan Miller

Dr. Miller has been our Member and President since our inception in October 2021 in Carlsbad, California. From June 2012 to May 2016, Dr. Miller founded and managed Akua Behavior Health under the name of Akua Mind and Body, located in Orange County, California. In December 2017, he founded Gameday Parent, and since then has managed Gameday Parent and GHP Affiliate in Carlsbad, Temecula, Laguna Hills and San Diego, California. Since December 2017, Dr. Miller has also acted as Business Development Manager of Healthy Aging in Carlsbad, Temecula, Laguna Hills and San Diego, California.

Vice President of Operations - Shea Fears

Shea Fears has served as Vice President of Operations since our inception in October 2021 in Carlsbad, California. From September 2020 to March 2023, Shea was the Director of Operations of Healthy Aging in Carlsbad, Temecula, Laguna Hills and San Diego, California. From August 2018 to September 2020, Shea was an operations director for EyeCare in La Jolla, California.

Chief Operating Officer - Stephen Mercurio

Stephen Mercurio is our Chief Operating Officer in Carlsbad, California and has been since December 2024. Prior to that, he was the CEO of Akua Behavioral Health in Newport Beach, California from January 2022 to September 2023. Mr. Mercurio was the President of Akua Behavioral Health in Newport Beach, California from January 2019 to December 2021.

Chief Medical Officer - Nicole Garcia

Dr. Nicole Garcia has served as our Chief Medical Officer since March 2023 in Carlsbad, California. Dr. Garcia has been the Medical Director of franchisee Clinics in Santa Monica, Anaheim and Corona, California since December 2022. From May 2013 to the present, Dr. Garcia has been President of BodyLogicMD, located in California.

Director of Onboarding - Tristyn Coffeen

Tristyn Coffeen has served as Director of Onboarding since June 2022 in Carlsbad, California. From December 2018 to June 2022, Tristyn was the Clinic Manager of Healthy Aging for all of their clinics in Carlsbad, Temecula, Laguna Hills and San Diego, California.

Director of Business Coaching - Mark Michael

Mark Michael is our Director of Business Coaching in Carlsbad, California and has been since May 2023. Prior to that, Mr. Michael was the Area Team Lead for Chipotle Mexican Grill in Tampa, Florida from February 2018 to April 2023.

Director of Brand Standards - Lauren Kampinga

Lauren Kampinga is our Director of Brand Standards in Carlsbad, California and has been since November 2023. Prior to that, she was the Senior Manager, Quality Assurance & Continuous Improvement, and Director of Operations & Franchise Success for Restore Hyper Wellness in Austin, Texas from July 2015 to August 2023.

Senior Marketing Manager - Hannah Inlow

Hannah Inlow is our Senior Marketing Manager in Carlsbad, California and has been since November 2023. Prior to that, she was an Associate Brand Manager at Hourly, LLC in Palo Alto, California from May 2022 to October 2023. Ms. Inlow was Marketing Coordinator for UFC Gym in Newport Beach, California from October 2020 to May 2022. Prior to that, she was an Account Coordinator for Modera, Inc. in Irvine, California from January 2018 to October 2020.

Marketing Director: Nicole Marlborough

Nicole Marlborough is our Marketing Director in Carlsbad, California and has been since September 2023. Prior to that, she was a Marketing Manager & Corporate Brand Manager for Restore Hyper Wellness in Austin, Texas from June 2022 to September 2023. Ms. Marlborough was a Marketing Manager - Corporate Brand & Franchise for UFC Gym in Newport Beach, California from February 2020 to March 2022. She was a PR & Events Coordinator for The Brand Amp in Costa Mesa, California from October 2018 to February 2020.

Certified Family Nurse Practitioner - Sarah Watson

Sarah Watson is our Certified Family Nurse Practitioner in Carlsbad, California and has been since January 2023. Prior to that, she was a Nurse Practitioner for Dr. Weight Clinic in Oceanside, California from August 2022 to June 2023. Ms. Watson was a Registered Nurse for Scripps Encinitas in Encinitas, California from July 2018 to October 2022.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Unless otherwise stated, the fees below apply to both the DCO and MSO Models.

Initial Franchise Fee

You will pay us a $49,500 initial franchise fee ("IFF") when you sign your Franchise Agreement for the license to open a single Clinic within an Exclusive Territory. If you are an honorably discharged veteran from the United States military, we will discount the IFF for your first Clinic by $10,000. The IFF is used to cover our costs for initial training and the pre-opening services we deliver and is fully earned by us before you open. The IFF is uniformly imposed and non-refundable.

During our last fiscal year ended December 31, 2023, we collected Initial Franchise Fees ranging from $30,000 to $49,500. The lower Initial Franchise Fee was granted to a current Area Developer for purchasing a seventh unit and would be the equivalent of an Additional Territory Fee (as described below) and the higher Initial Franchise Fee was our standard Initial Franchise Fee during 2023.

Development Fee

If you choose to enter into an Area Development Agreement to open multiple Clinics, you will enter into the Area Development Agreement at the same time that you enter into your initial Franchise Agreement, and you will pay us a fee based on the number of Clinics you will develop ("Development Fee") when you sign the Area Development Agreement and your first Franchise Agreement. You must develop a minimum of two Clinics. The Development Fee is non-refundable, even if you fail to open any Clinics. The chart below describes the Development Fee owed depending on the number of Clinics you agree to open. Area Developers must open a minimum of two Clinics.

Number of Clinics	Development Fee for the Clinic	Total Development Fee Due
One	$49,500	N/A
Up to Two	$42,000	$91,500
Up to Three	$38,000	$129,500
Up to Four	$36,000	$165,500
Up to Five	$34,000	$199,500
Up to Six*	$32,000	$231,500

*The Development Fee for each Clinic above six is an additional $30,000.

You will not owe any additional IFFs when you enter into the Area Development Agreement. If you previously entered into an Area Development Agreement, you may request to increase your development obligations if you are in good standing under your Franchise Agreement and Area Development Agreement. If we grant your request to purchase the right to develop additional Clinic(s), you will pay the difference between: (i) the then-current Development Fee for the total number of Clinics you will develop after signing the additional Franchise Agreements; and (ii) the aggregate Development Fee you paid for any previous Clinic development rights. For example, if you previously entered into two Franchise Agreements and enter into a third and fourth Franchise Agreement, your Development Fee will be calculated as $165,000 (the current Development Fee for four Gameday Men's Health Businesses) less the $91,500 you paid under your Multi-Franchise Addendum for an additional Development Fee of $73,500. You will sign an "Amendment for Additional Development," the form of which is included in Exhibit G to this Franchise Disclosure Document, which will set forth the additional Development Fee due for the development rights for your additional Clinic(s). We may, but are not obligated to, expand or modify

your Development Territory when you sign an Amendment for Additional Development. We reserve the right to increase the Development Fees and calculate the additional Development Fee based on the then-current fee schedule.

Technology Startup Fee

You will also pay us before you open (i) $750 as the "Technology Startup Fee" to cover our cost to set up a landing page for your Model on our website and set up your Model in our system; and (ii) $750 for three months of the "Technology Maintenance Fee" (at $250 per month) that will be used to maintain your website presence and for other technology-based services. The Technology Startup Fee and Technology Maintenance Fee are uniformly imposed and are non-refundable.

Grand Opening Support

On or around the first two days after you open for business, we will provide one or two trainers (as determined in our discretion) who will travel to your Franchised Location to provide grand opening support ("Grand Opening Support"). You will pay us a $4,500 trainer fee at least 3 weeks in advance of your grand opening. The Grand Opening Support fee covers our costs and expenses in providing training at your Franchised Location. The Grand Opening Support fee is uniform and non-refundable. Grand Opening Support is optional for the second or any subsequent businesses opened under an Area Development Agreement.

Digital Marketing Fee

Beginning three months before the scheduled opening date of your Clinic, you will pay us a monthly fee to provide or procure digital marketing services for your Clinic ("Digital Marketing Fee"). The Digital Marketing Fee will vary based on the number of Gameday Men's Health Businesses you operate. The Digital Marketing Fee is used to provide and/or procure marketing, which may include custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting for your Clinic ("Digital Marketing"). The Digital Marketing Fee may be used for associated overhead operating costs and expenses we incur when providing or procuring Digital Marketing. The Digital Marketing Fee is currently equal to $1,750 per month for your first Clinic, and if you operate multiple Clinics, you will pay $1,750 per Clinic per month for the second and third additional Clinics that you operate; if you operate more than three Clinics, you will pay a $1,500 per Clinic per month for Clinics 4, 5, and 6, and for every additional Clinic you operate beyond six you will pay an additional $500 per Clinic per month at the same time you submit your first Digital Marketing Fee and is subject to up to a 20% increase in each calendar year. Additionally, for each Clinic you operate, you will pay a one-time $2,500 digital marketing setup fee ("Digital Marketing Set-up Fee"). The Digital Marketing Fee and Digital Marketing Set-Up Fee is uniformly imposed and non-refundable.

Financial Assurances

Some states have imposed a financial assurance. Please refer to the State Addendum in Exhibit F to the Franchise Disclosure Document.

ITEM 6

OTHER FEES

Type of Fee*	Amount	Due Date	Remarks
Royalties (1)(2)(3)	0% of Clinic "Gross Revenue" (1) for the first two months of operation; the greater of 6% of Clinic Gross Revenue or the "Minimum Royalty" (2) beginning on the third month of operation and continuing during the remaining years of the initial term.	Monthly on the 5th of each month	See Notes 1, 2 and 3 for more information on "Royalties."
Brand Development Fee	2% of Gross Revenue.	Same as Royalties.	We may increase this amount to no more than 3% after 60 days' written notice.
Local Advertising and Marketing	$2,000 per month	Monthly	If you fail to meet your required "Local Advertising Requirement" on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund. Your Digital Marketing Fee does not count towards the Local Advertising Requirement.
Digital Marketing Fee	Varies depending on the number of Gameday Men's Health Businesses you operate (between $500 and $1,750).	Payable on receipt of invoice.	For your first three Gameday Men's Health Businesses, your Digital Marketing Fee is $1,750 per month for each business. For the next three Gameday Men's Health Businesses (4 – 6), the fee will be equal to $1,500 per month. If we permit you to open seven or more Gameday Men's Health Businesses, the fee per business will be equal to $500 per month for these businesses. We may increase the Digital Marketing Fee by up to 20% each year provided we give you 60 days' prior written notice.

Type of Fee*	Amount	Due Date	Remarks
Regional Advertising Fee	May vary, no more than the total amount of the then-current Digital Marketing Fee (currently $500 to $1,750 per month).	As we determine.	Payable to us if we create a regional advertising program that includes franchisees within a designated geographic area. The Regional Advertising Fee will apply in addition to your Digital Marketing Fee; however, we may also designate that part of your Brand Development Fee or Digital Marketing Fee be allocated for such use (Item 11). Each Clinic, including company-owned Clinics, in the designated geographic area will have one vote in the regional advertising program. We have no formula for determining whether a regional advertising group will be formed or what percentage of your fees will be allocated. As a result, we cannot quote an amount here.
Technology Maintenance Fee	Currently, $250 per month.	You will pre-pay the first three months of the Technology Maintenance Fee. Beginning with your fourth month of operation, the Technology Maintenance Fee will be payable each month.	We may increase this fee at any time and in any amount in our sole discretion after 60 days' written notice. We have no formula for determining if, when, or in what amount any change would be, and as a result, we cannot quote time or fee increase here.
Additional Personnel and Transferee Training Fee[(4)]	Currently, $2,500 per person.	Before training.	See Note 4.
Optional Training or Assistance Fee[(5)]	Currently, $950 per trainee per day plus an additional $950 per day for any additional trainers.	As incurred.	See Note 5.
Audit Fee	Cost of audit plus 1.5% interest per month.	Within ten days after receipt of audit report.	Payable to us if the underpayment is greater than 2% of reported amounts.
Transfer Fee	$10,000 plus any broker commission.	When the transferee signs the then-current Franchise Agreement.	Payable to us. If a broker referred the transferee and we pay a brokerage commission, this figure will increase by the amount of the commission. We have no method of determining if there will be a broker and cannot quote any additional cost here.

Type of Fee*	Amount	Due Date	Remarks
Successor Franchise Fee	$10,000	When you are granted the right to renew.	Payable to us.
Late Fee	Currently, $100 per day plus Default Interest.	As incurred.	Payable to us if you do not make a timely payment. We may increase this fee at any time and in any amount after first giving you at least 60 days' written notice.
Default Interest	Currently, 18% per annum, compounded monthly.	As incurred.	We may increase this interest at any time and in any amount after giving you at least 60 days' written notice. However, we will not charge an amount greater than allowed by your state.
Indemnification Fee	Varies.	As incurred.	Payable to us if we are held liable for any claims arising from your operations.
Supplier Approval Fee	Then current fee (currently $500).	As incurred.	Payable to us for expenses we incur to evaluate a proposed supplier.
Relocation Fee	Currently, $5,000.	As incurred.	Payable to us if we approve the relocation of your Clinic. We may increase this fee at any time and by any amount after giving you at least 60 days' written notice. We may increase this fee to up to $7,500.
Annual Conference Attendance Fee	Then current fee (not currently charged)	Before attendance.	Payable to us if we conduct an "Annual Conference" and implement a fee. We will notify you of this fee at least 60 days before the Annual Conference date.
Insurance	Our cost if we purchase insurance for you, plus our then-current administrative fee that now is $500 per month for each month that we maintain the insurance on your behalf.	As incurred.	You will pay this amount if we purchase insurance for your Model because you failed to do so. We may increase the administrative fee at any time and any amount after giving you no less than 10 days' prior written notice.
New Healthcare Services, Products, Technology, and Services Fees[6]	Varies.	As incurred.	Payable to approved suppliers or us. See Note 6.
Taxes[7]	Our costs.	As incurred.	See Note 7.
Cost for Testing Samples[8]	Varies	As incurred.	See Note 8.

Type of Fee*	Amount	Due Date	Remarks
Non-Compliance Fee	$500 per violation plus $100 per day that any violation is not corrected	As incurred	This fee is assessed if notify you that you are failing to follow our System or any required standards, fail to follow the terms of the Franchise Agreement or Franchise Operations Manual.

*****Unless otherwise stated, all fees apply to both the DCO and MSO Models. You will be responsible for paying these fees separately for each Clinic you open. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Clinics, the fees indicated in the chart above are the fees charged and/or incurred for each Clinics. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

Note 1: Royalties. You must pay us a continuing Royalty. The continuing Royalty is a monthly fee that is equal to the greater of: (a) 6% of the amount equal to the monthly Clinic Gross Revenue; or (b) the then-applicable Minimum Royalty.

"Gross Revenue" means the total of all revenues and income of the Clinic (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 Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, 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 Clinic furnishes products or services in exchange for products or services provided to Clinic 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 Clinic.

Under the DCO Model, you will collect all Clinic Gross Revenue. Under the MSO Model, the Medical Professional will collect all Clinic Gross Revenue. The percentage Royalty is based solely on the amount of the Gross Revenue of the Clinic 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 Clinic.

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

method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty shall be enforceable as so modified.

Note 2: Royalties: Minimum Royalty. The Minimum Royalty is described in the chart below.

"Minimum Royalty"						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
$541.67	$812.50	$1,083.33	$1,354.17	$1,625.00	$1,895.83	$2,166.67

Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year. The Minimum Royalty is not imposed during the first two months after the Clinic opens.

These amounts are for a single Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the "Year 1" Minimum Royalty in the calendar year the Clinic opens and in the calendar year following the year the Clinic opens. Each additional year starts on January 1 of the subsequent year.

Note 3. Royalties. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("ACH") or other similar means. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement.

Note 4. Additional Personnel and Transferee Training Fee. Payable to us for training additional "Designated Managers," "Principal Operators," non-medical staff, or transferees. You will pay your associated expenses, including travel, lodging, and board. We may increase this fee at any time in any amount after giving you at least 60 days' written notice. A "Designated Manager" is a person besides you or your Principal Operator who acts as your Model's general manager and has been trained by us. A "Principal Operator" is an equity owner of your franchisee entity you designate to receive our training and operate the business on a day-to-day basis.

Note 5. Optional Training or Assistance Fee. Payable to us if you request additional operating assistance, and we agree to provide it. If we travel to you, you will pay our then-current daily fees per trainee plus our travel, room, and board. If we send more than one trainer, you will pay our then-current daily fee for each additional trainer plus their travel room and board. If you travel to us, these fees will apply, and you will bear these costs for your travel, room, and board. In our sole discretion, this training may be delivered virtually through our password-protected training web portal at the same per-trainer daily fee. We may increase this fee at any time by any amount after giving you at least 60 days' written notice.

Note 6. New Healthcare Services, Products, Technology, and Services Fees. We may require all similarly-placed franchisees and you to add Healthcare Services, products, or other services to those already sold through your Clinic. Under the MSO option, your MSA must include language that requires the Medical Professional to update its Healthcare Services, products, and other services. In each case, you may incur additional expenses, costs, and fees, some of which may be due to an Affiliate, a third party for whom we collect funds, or us. We have no set formula for determining the amounts and cannot provide an estimate to you. We will notify you in writing and give at least 60 days to comply. To provide for inevitable but unpredictable technological changes that could affect either Model's operations, we have the right to establish, in writing, reasonable new standards and fees to implement new technology. If we introduce new technology, we will notify you in writing and give you 60 days to comply with the changes.

Note 7. Taxes. You will reimburse us for all taxes we pay for products or services we furnish you, on our collection of the initial franchise fee, on the collection of royalties and advertising contributions, and the collection of similar fees or costs, if assessed by your state, and except for our income taxes.

Note 8. Cost for Testing Samples. We may test items and goods from the Clinic and management offices to ensure it complies with our standards. If the test discloses failure to meet our standards, we may collect our cost of testing. We have no formula for determining this cost and cannot quote it here.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Clinic (DCO Model and MSO Model)

Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 2)	$49,500	$49,500	Lump sum	When you sign your Franchise Agreement	Us
Rent (Note 3)	$6,825	$22,896	As incurred	As per lease terms	Landlord
Real Estate Security Deposit	$1,500	$7,000	As incurred	As incurred	Landlord
Utility Deposits (Note 4)	$0	$1,500	As incurred	As incurred	Utility companies
Leasehold Improvements (Note 5)	$20,000	$25,000	As incurred	As incurred	Affiliates, Approved vendors
Architect and Design (Note 5)	$5,000	$7,500	As incurred	As incurred	Architect or construction manager
Bookkeeping Services (Note 6)	$1,500	$2,000	As incurred	As incurred	Approved supplier
Medical, Exam Room, Laboratory Equipment (Note 7)	$20,000	$50,000	As incurred	As incurred	Approved supplier
Other Furniture, Fixtures, Equipment, and Signage (Note 7)	$15,000	$21,000	As incurred	As incurred	Approved suppliers
Technology Startup Fee and Three Months Technology Maintenance Fee	$1,500	$1,500	As incurred	As incurred	Us
Initial Inventory of Consumable Medical Products (Note 8)	$0	$6,000	As incurred	As incurred	Approved suppliers
Computer System (Note 9)	$4,000	$6,000	As incurred	As incurred	Approved suppliers
Medical Practice Software (Note 10)	$0	$5,500	As incurred	As incurred	Approved suppliers

Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Training Expenses (Note 11)	$3,000	$6,000	As incurred	As incurred	Any vendor
Grand Opening Support Fee, Expenses (Note 11)	$4,500	$4,500	As incurred	As incurred	Us
Fees Paid for Medical Training; Medical Association Fees (Note 12)	$0	$18,850	As incurred	As incurred	Approved vendors
Medical Training Expenses (Note 12)	$8,000	$12,000	As incurred	As incurred	Any vendor
Grand Opening (Note 13)	$2,000	$3,000	As incurred	As incurred	Approved vendors
Digital Marketing Fee and Set-Up Fee (Note 14)	$7,750	$7,750	As incurred	As incurred	Us or Designated Vendor
Insurance (Note 15)	$2,000	$4,000	As incurred	As incurred	Insurance agents
Staff Costs (Note 16)	$20,000	$60,000	As incurred	As incurred	Professional staff
Additional Funds – Three Months (Note 17)	$55,000	$65,000	As incurred	As incurred	Third parties and us
Total Estimated Initial Investment (Note 18)	$227,075	$386,496			

Note 1. Type of Expenditure. Unless otherwise stated in Item 5, all fees payable to us are uniform, payable in one lump sum, and non-refundable. Fees due to third parties will be determined by your agreement with those third parties. Unless otherwise stated in the chart above or the footnotes below, these are the fees payable by both DCO Models and MSO Models. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).

Note 2. Initial Franchise Fee. The IFF is described in Item 5.

Note 3. Rent. The Franchised Location must be approved by us. There is no requirement to purchase real estate. We will not lease space and then sublease it to you. A suitable Clinic location will typically be located in an already-existing medical office that ranges in size between 850 square feet and 2,500 square feet. The Franchised Location may be in a medical building, strip mall, free-standing building, or other medical facility. Your actual rent will vary based on the city, county, or state in which space is located, the availability of adequate space, competition for the space, and other factors, your costs may be significantly higher. Under the MSO Model, the Franchisee will lease the Clinic space and sublease it to

the Medical Professional. As a result, the rent should be within the same range as it would be under the DCO Model. Suitable management office space for the MSO Model is typically included as part of the Clinic footprint, so a Franchisee under the MSO Model does not need to lease separate space. The estimates in the table are based on rent payments for three months.

Note 4. Utility Deposits. The low estimate assumes that your utility providers do not require a deposit due to your creditworthiness or status as an existing customer of these utility companies. The high estimate assumes that your utility providers require a deposit.

Note 5. Architect and Design. The Franchised Location may need remodeling to meet our standards. Your expenses will vary depending on whether the Franchised Location was previously used as a healthcare facility, whether the landlord offers to reimburse any improvement costs, the amount of any local, state, or other fees, taxes, and other factors. We must approve the Franchised Location and approve any construction or improvements in writing. As leasehold-improvement costs will vary based on your city or state, the availability and location of adequate space, and other factors, your costs may be significantly higher. Under the MSO Model, the Franchisee will lease the space and then sublease it to the Medical Professional, and Franchisee will be responsible for any leasehold improvements. We will supply you with generic plans for the layout of the Clinic, and you will hire an architect, designer, or similar professional to conform these plans to the Clinic's footprint. The cost of such professionals will vary based upon the city and state of the Franchised Location, availability of professionals with the required expertise, and other factors, your costs may be significantly higher.

Note 6. Bookkeeping Services. You are required to work with our approved bookkeeping service. The bookkeeping service will, at a minimum, work with you to set up your books and help with revenue statements, bank reconciliation, and the calculation of Royalties and other fees due to us. The low number represents three months of fees at $500 per month for the minimum service, and the high number represents this fee at an additional amount per month for the purchase of additional services such as data input. Your cost will depend on the size of your Clinic or MSO, the amount of bookkeeping you complete on your own, and other factors. The approved vendor may increase their monthly fee at any time. We have no control over this and cannot provide such information or costs here.

Note 7. Medical, Exam Room, Laboratory Equipment; FF&E and Signage. You must purchase all medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment (together, the "Medical Equipment") only from our approved vendor(s). The low range represents such purchases for Clinics that may have fewer exam rooms and less laboratory equipment, and the high range represents the needs of a larger Clinic. The cost of such medical equipment varies depending on your location in the country, the availability of equipment, shipping and handling, and other variables over which we have no control. You may spend substantially more. We may add to, subtract from (and then reinsert), or change the mix of required Medical Equipment at any time. You will be given at least 60 days' written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

In addition to the Medical Equipment, you will need other furniture, fixtures, and equipment to operate the Clinic, including waiting room tables, couches and chairs, an intake front counter, a voice-over-internet-protocol (VoIP) phone system, and miscellaneous office equipment ("Clinic FF&E"). These figures are based on estimates only, and your actual costs could be significantly greater. We may add to, subtract from (and then reinsert), or change the mix of required Clinic FF&E at any time. You will be given at least 60 days' written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

Under the DCO Model, Franchisee will purchase the Medical Equipment (described above) and the Clinic FF&E (described above). Under the MSO Model, the Medical Professional will purchase the Medical Equipment, and the Franchisee will purchase the Clinic FF&E and lease it back to the Medical Professional. If the Medical Professional purchases the Medical Equipment directly, the MSO Model Franchisee may offer a loan to the Clinic for the amounts listed in this estimate.

Note 8. Initial Inventory of Consumable Medical Products. You are required to purchase your initial inventory of consumable products (including personal protection equipment (PPE), dressings, syringes, and similar single-use products) only from our approved vendor(s). Your costs will vary depending on your Clinic's size, the availability of the products from approved vendors, shipping, and other variables over which we have no control. Your actual cost may be significantly greater.

Under the DCO Model, Franchisee will purchase consumable medical products. Under the MSO Model, the Franchisee will not purchase consumable medical products. Those are purchased only by and through the Medical Professional, and the MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

Note 9. Computer System. You must purchase the computer hardware and software we designate (together, the "Computer System") (Item 11). Medical Professionals and some staff members will have desktop or laptop Computer Systems that they use exclusively. You will also need at least one Computer System for the front intake desk and the back office. The Clinic's administrator will use the Computer System in the back office to deliver the non-medical business management services. Each Computer System must be loaded with the online version of Microsoft Office 365 Business Standard at $150 per year. The Computer System for the administrator must also access the online version of QuickBooks Online Plus at $480 per year. The low number represents the purchase of laptop computers for one Medical Professional, one medical staff person, and the Clinic's administrator, plus $450 for three Microsoft Office licenses and $480 for one QuickBooks Online Plus license. The high number represents the same purchases for three Medical Professionals, one medical staff member, and the Back Office Administrator), with five Microsoft licenses for $750 and one $480 QuickBooks Online Plus license (which licenses total $1,230). You may have some or all of this equipment. If you do not, each Computer System's hardware could cost $1,000 or more per unit, plus the licenses described above.

Under the MSO Model, Franchisee will directly purchase and lease back to the Medical Professional the Computer Systems (described above).

Note 10. Medical Practice Software. You must obtain a license from our approved vendor for the "Medical Practice Software." This software contains modules allowing the input of Patient notes, the ability to issue prescriptions electronically, and similar applications that allow the Medical Professional to operate in the Clinic. Each Medical Professional is charged our vendor's then-current fee (now $500 monthly). The low range represents three months' fees for a Clinic with one Medical Professional. The high range represents three months of this fee for a Clinic with three Medical Professionals. Each number also includes a $1,000 per Medical Professional setup fee charged by our approved vendor.

Under the DCO Model, Franchisee will purchase the Medical Practice Software. Under the MSO Model, the Franchisee will not purchase the Medical Practice Software. The Medical Practice Software can be purchased only by and through the Medical Professional, and MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

Note 11. Training and Grand Opening Support Fees and Expenses. We provide training at our training center in Temecula, California or at another location designated by us. You must pay for airfare,

meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to three people, provided all individuals attend the same initial training program. If additional initial training is required, or more people must be trained, an additional training fee will be assessed. On or around the first two days after you open for business, we will provide one or two trainers (as determined in our discretion) who will travel to your Franchised Location to provide Grand Opening Support. You will pay us a $4,500 trainer fee. Grand Opening Support is optional for the second or any subsequent businesses opened under an Area Development Agreement.

Note 12. Fees Paid for Medical Training; Medical Association Fees. Prior to opening your Clinic, each of the Clinic's Medical Professionals and Clinic Director (the "Medical Team") must complete our then-current required medical training (the "Medical Training"), discussed in Item 11 below. Depending on the experience of these individuals, they may require more or less Medical Training. The low amount assumes that we consider these individuals' experience to be sufficient, and that they do not require any additional medical training, and that as permitted some of the training and association fees are paid over the first year. The high amount is based on our current negotiated rates with our approved medical training suppliers if we determine that these individuals need this additional training, and if all of the medical training and association fees are chosen. See Item 11 for more information regarding Medical Training.

Under the DCO Model, Franchisee will pay for these fees. Under the MSO Model, the Franchisee will not pay for these fees, and they will be paid for by and through the Medical Professional, and MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

Currently, these are the medical training fees and medical association fees and approved vendors for the first year:

Approved Vendor	**Fees**
Healthy Aging – general medical training	$2,500 for training of your Medical Team
Pellecome- hormone pellet training and support	$1,750 for training; $1,578 for annual support fee
MedSol (optional) – training and support for obtaining and complying with lab license	$11,000 for annual training and support
Hormonal Health Institute – training for hormonal treatments	$1,000 per member of Medical Team for initial training
Cellular Medicine Association – training, support and trademark license for P-shot	$997 for training, $97 per month for ongoing support and license*
Gainswave- training, support and trademark license for erectile dysfunction treatment	$297 per month per Clinic for training, support and trademark license*

*These fees are due in the first month after opening and are not included in the estimate.

The Medical Training will occur in Carlsbad, California and Temecula, California and online. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Medical Training program attendees.

Note 13. Grand Opening. Franchisee must conduct a grand opening advertising and promotional program for the Clinic. This estimate is approximate. Your costs may vary depending on the size and location of the Clinic and other factors. Under the MSO Model, Franchisee may elect to charge the Medical Professional for the same.

Note 14. Digital Marketing Fee. Currently, you must work with us or our designee to help advertise the Clinic ("Digital Marketing" See Item 11). "Digital Marketing" includes custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. The Digital Marketing Fee will be paid to us or our designee. This figure represents the first three months of the Digital Marketing Fee, which is currently $1,750 per month per Clinic for up to three Clinics, $1,500 per month per Clinic for Clinics 4 to 6, and if we permit you to operate more than six Clinics, a fee of $500 per month per Clinic will apply for each additional Clinic you operate.

Note 15. Insurance. This is an estimate for the first three months of premiums for the required insurance identified in Item 8. Your cost for insurance will vary depending upon the location of the Clinic, your claims-made history with prior or current insurers, and the competition for your insurance business and other factors. Your premiums could be significantly higher. These numbers are estimates only, and your premiums could be significantly higher. This estimate includes the malpractice and similar insurance for the Medical Professional for the DCO Model. This estimate excludes the malpractice and similar insurance for the Medical Professional for the MSO Model. Under the MSO Model, the Medical Professional (and not the MSO Model Franchisee) is responsible for obtaining his/her own malpractice insurance, and that represents the lower range of fees.

Note 16. Staff Costs. To properly operate the Clinic, the Clinic must hire Medical Professionals and similar highly-trained staff members, including nurse practitioners, registered nurses, medical assistants, and physician's assistants. In addition, you will have expenses for non-Medical Professionals such as a receptionist and other clerical staff. The monthly fees and salaries for such staff will vary depending on the number of staff members you hire, the availability of properly credentialed persons, your location in the country, competition for such personnel, and other variables over which we have no control. The estimates in the table are based on staff costs for three months.

Under the MSO Model, the Franchisee does not hire any medical staff for the Clinic as medical staff will operate only under the control of the Medical Professional. The staff and employees of the Franchisee under the MSO Model will only be those persons that you choose to hire to help in the management of the non-medical management services. An MSO Model Franchisee may offer a loan to the Clinic for the payment of medical staff costs. The low range is for an MSO Model which does not offer a loan to the Clinic for paying salary for medical staff. The high range represents three months' salary for three Medical professionals and four staff members.

Note 17. Additional Funds – 3 Mos. This estimate is for other pre-opening costs and your first three months of necessary operating capital and ongoing fees, such as the Technology Maintenance Fee and Digital Marketing Fee, and includes fees for professional services, such as hiring a lawyer, accountant or other professional to advise you. The estimate does not include payroll or an owner's salary or draw. The estimate also does not include optional Local Advertising expenditures, which are optional and not required beyond the Digital Marketing Fee. Your need for these funds will vary by (i) your geographic location, (ii) your Clinic's methods and practices, (iii) your management skills, experience, and business acumen, (iv) the availability of and effectiveness of your staff, (v) local and national economic conditions, (vi) the market for your products and services, (vii) your non-Medical Professional employees' wages (paid both before you open and for the three months after opening), (viii) competition, and (ix) sales that you

realize during this initial period. Our estimates are based on our experience, the experience of our parent, our affiliates, and our current requirements for Gameday Men's Health Businesses. These figures are estimates only, and we cannot guarantee that you will not have additional expenses in your operations. You may need significantly more working capital.

Note 18. Total Estimated Initial Investment**.** To compile these estimates, for the MSO Model, we have relied upon the experience of our GHP Affiliate and Gameday Parent who have been in the industry and the research we did on the DCO Model; and for the DCO Model, we relied upon the experience of our GHP Affiliate and Gameday Parent which helped to build out and then deliver management services to their Clinics that are substantially similar to Franchisees under the MSO Model will open. You should carefully review these figures with your business advisors before making any decisions.

We do not offer direct or indirect financing for any part of your initial investment or any other items.

Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Development Fee for up to two Clinics (1)	$91,500	$91,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Three Clinics (1)	$129,500	$129,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Four Clinics (1)	$165,500	$165,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Five Clinics (1)	$199,500	$199,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to Six Clinics (1)	$231,500	$231,500	Lump Sum	When you sign the Franchise Agreement	Us
Initial Investment for First Clinic(2)	$177,575	$336,996			
Initial Investment for Each Additional Clinics (2-3)(2)	$173,075	$336,996			
Initial Investment for Each Additional Clinic (4 to 6)(2)	$172,325	$336,246			

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT FOR TWO CLINICS[3]	$442,150	$765,492			
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE CLINICS[3]	$653,225	$1,140,488			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FOUR CLINICS[3]	$861,550	$1,512,734			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FIVE CLINICS[3]	$1,067,875	$1,882,980			
TOTAL ESTIMATED INITIAL INVESTMENT FOR SIX CLINICS[3]	$1,272,200	$2,251,226			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Clinics under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for deposits and other payments.

1. Development Fee. See Item 5 for more information on the Development Fee. Area Developers must open a minimum of two Clinics.

2. Initial Investment for First Clinic. These are the estimates to start a Clinic as described in the Single Clinic chart above, excluding the Initial Franchise Fee, which is replaced by the Development Fee. The Grand Opening Support is optional for the second or any subsequent businesses opened under an Area Development Agreement and this expense is not included in the low estimates. The Digital Marketing Fee is reduced for subsequent Clinics if you open between four and six Clinics. Unless otherwise stated in the Single Clinic chart above or its footnotes, the estimates include both the DCO Model and MSO Model. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).

3. Initial Investment for Each Additional Clinic. This includes all fees included in the Initial Investment for First Clinic, except that the low end does not include the Grand Opening Support Fee and the Digital Marketing Fee decreases to $1,500 per month for Clinics 4, 6 and 6

4. This is an estimate of your initial start-up expenses for operating two to six Clinics as an Area Developer.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

You must adhere to the standards and specifications we establish for the operation of the Clinic, including those that describe the Healthcare Services the Clinic will offer, operating procedures, advertising materials, supplies, equipment, computer hardware, software, furnishings, fixtures, and equipment, and specifications for Medical Professionals related to licensure and credentialing. At our discretion, we may modify any standard or specification at any time on a local, regional, or national basis.

The Medical Services Agreement between the Medical Professional and MSO Model franchisee typically allows for the MSO Model franchisee to, in coordination with the Medical Professional and its exercise of professional medical judgement, advise and assist in the procurement of the products and services. The MSA must require the Clinic to offer for sale all of the Healthcare Services and other goods and services specified and/or approved by us. Under the MSA, the Clinic may not offer any products or services not specifically approved by us in writing.

We may communicate our standards and specifications to you when we evaluate your proposed Franchised Location, during training, before you conduct your grand opening advertising, while providing opening assistance, during any periodic visits to your Clinic, or through our confidential operations manual (the "Franchise Operations Manual"), periodic bulletins, handouts, email messages, or other forms of communication we determine. We may periodically modify or issue new standards and specifications by written notice.

We may change, add to, delete (and then reintroduce) Healthcare Services from time to time, and subject to Applicable Law, you will be required to comply with such changes. Unless otherwise stated, the information in this Item 8 applies to both Models.

Required and Approved Suppliers

You must purchase all Medical Equipment and Clinic FF&E from our designated or approved vendors. You must utilize our designated electronic medical records service providers, pharmacies, and payment processing vendors. We may add to, subtract from, or change the mix of required equipment at any time. You will be given at least 30 days' written notice before this occurs. Such changes may result in additional costs and fees to you. You must work with us and/or our designee to help with Digital Marketing for your Clinic. You will receive training from us and from our designated provider. We will approve your grand opening, local advertising, and online advertising before placing it in any medium. You are required to work with our approved bookkeeping service. We may change vendors at any time after giving you at least 60 days' written notice. We are the only supplier for the technology services for which you pay the Technology Startup Fee and Technology Maintenance Fee.

We may require you to purchase Branded Products in the future. If this program is implemented, an approved vendor, Affiliate, or we will be the only supplier.

You will permit us access to the Clinic and management offices for inspections at any reasonable time. During an inspection, we may remove samples of items without payment to you. We may charge you our costs if the inspection determines there is a deficiency.

You must purchase all replacement inventory of consumables, Medical Equipment, Clinic FF&E, communications, customer relationship management services, and lead generation software, and Medical Practice Software only from our approved vendor(s) or otherwise according to our standards and specifications The purchases may be of new or used equipment, except that all used equipment must be in like-new condition and appropriate for a medical-clinic setting. You are required to use our approved vendors for medical training and association fees. Currently, our approved vendors are: Healthy Aging, Pellecome, MedSol, Hormonal Health Institute, Cellular Medicine Association, Gainswave.

We may require all franchisees and you to add new Healthcare Services, Branded Products, Medical Equipment, Clinic FF&E equipment or other equipment, or other goods or services to those already offered through your Model. You may incur additional expenses, costs, and fees, some of which may be due to an affiliate, a third party for whom we collect funds, or us. A list of approved products and suppliers is available online, in the Franchise Operations Manual, or may be provided to you by other written communication. We may amend the list in our discretion.

We reserve the right to change vendors for any of the above at any time, and such change may result in an Affiliate or us being named the sole vendor. We will give you at least 60 days' written notice before making such a change. Any change may result in additional expenses to you. Dr. Miller owns an interest in us (Ream Franchise Group, LLC), the current designated supplier of Digital Marketing services and Digital Marketing procurement services. We may also provide certain communications support to you or procure these services on your behalf. Except as stated above, there are no approved suppliers in which any of our officers owns an interest.

Insurance

Insurance for the DCO Model

Before opening your Clinic, you will purchase and maintain in full force the following insurance coverage:

a. Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of $1,000,000 per occurrence and $3,000,000 in the aggregate;

b. Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than $500,000 per person and $1,000,000 per accident and property damage limits of $50,000 per occurrence;

c. Medical professional liability insurance that covers all medical practitioners with limits of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

d. Excess liability umbrella coverage for general and automobile liability for not less than $1,000,000 per occurrence and 2,000,000 in the aggregate;

e. Employer's liability and worker's compensation insurance as required by state law;

f. Business interruption insurance of not less than $50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage; and,

g. Comprehensive crime and blanket employee dishonesty insurance of not less than $50,000.

h. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than $1,000,000 per claim and $2,000,000 in the aggregate.

Insurance under the MSO Model

If your franchise relationship is based on the MSO Model, and unless otherwise required by Applicable Law, you will purchase the insurance identified in subsections (a), (b), and (d) through (h) above, and your Medical Professional will purchase the professional liability insurance identified in subsection (c) above. Applicable Law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

All insurance policies (including the Medical Professional's professional liability insurance) must be on "occurrence basis" only. An "occurrence-basis" policy provides coverage for a loss arising before the policy elapses though such claim may be made after the policy elapses. If such coverage is not available in your state, or if your state has other requirements and your policies must be written on a "claims-made" basis, you must purchase and maintain unlimited "extended coverage" (also known as "tail coverage") that will remain effective after the expiration or earlier termination of the insurance or the Franchise Agreement. A "claims-made" policy covers losses only if they are made before the policy expires. "Extended coverage" is applicable under the claims-made situation. In that case, the insurer will agree to cover claims that occurred during the insurance term even if the claim is not made until after the term has expired. Extended coverage may come with additional costs to you.

In all cases, your insurance and that of the physicians must name us, our Affiliates, and, if we deem it appropriate, our Affiliates and our officers, directors, equity holders, members, managers, and agents as additional insureds. You should also require your physician to name you and your officers, directors, equity holders, members, managers, and agents as additional insureds.

Should you, for any reason, fail to procure or maintain the insurance required by the Franchise Agreement, as modified from time to time by the Franchise Operations Manual or otherwise in writing, we have the right and authority (but no obligation) to procure such insurance and to charge the same to you, which charges, together with a reasonable fee for our expenses in so acting, will be immediately payable to us. Your failure to have the minimum insurance or our decision to purchase any insurance after your failure to do so is a material breach of this Franchise Agreement.

The mix of the above insurance may change under Applicable Law; if so, you must comply. We also reserve the right to change to mix of insurance and the policy limits at any time. If we add new coverage or change limits, you will have 60 days to comply.

Although we require certain insurance coverage and may recommend other policies, we do not guarantee that the required or recommended insurance will be adequate to protect your assets fully. You should consult with an insurance professional to determine what coverage may be needed for you and your Model in addition to the minimum required coverage.

Approval of Alternative Suppliers

You may wish to purchase a required good or service from a supplier we have not previously approved. To obtain our approval, you must submit such information as we may reasonably need to evaluate the prospective supplier. We will evaluate the submitted information and provide written notice of our decision within 30 days. We may grant or deny approval for any reason or no reason at all. We have

no other process for approving suppliers other than as stated here. We may charge our then-current fee for this service (Item 6), and such fee may be increased at any time without limitation after we give you 60 days' prior written notice. We will provide you with 60 days' written notice before implementing or increasing this fee. Except as stated here, we do not maintain written criteria for approving suppliers. We may revoke our supplier approval if we determine in good faith that the supplier no longer meets our then-current quality standards. We will notify you in writing of such a decision.

Revenue from Franchisee Purchases

We received $326,049 revenue (which represents 39% of our Combined Revenue of $841,090) from the sale of required equipment, products, goods, and services (including the Digital Marketing Fee) to franchisees as of December 31, 2023, Our Affiliates did not generate revenue from franchisee's required purchase but reserve the right to do so in the future.

For both Models, the cost of purchases and the leasing of goods and equipment obtained in accordance with our specifications will represent approximately 70% to 90% of your total purchases for the establishment of your Clinic and approximately 30% of your total purchases during the operation of your Clinic.

We receive rebates from suppliers of equipment, furniture, services, and other goods or services purchased by you. These rebates can range from 2% to 40% of the total cost of systemwide purchases for these products and services. We use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

We currently do not have purchasing cooperatives. We may develop regional purchasing or distribution cooperatives in your area in the future.

We have negotiated prices with our suppliers for the benefit of franchisees and will continue to do so in the future. You may receive rebates directly from such suppliers. We have no control over if, when, and in what amount such rebates may be. Further, the supplier may withdraw such rebate support at any time without our or your permission. We do not provide or withhold material benefits (including renewal rights or the right to open additional Clinics) based on whether you purchase through our designated or approved suppliers. However, if you purchase any goods, items, or services from a supplier we have not approved or if you provide goods or services we have not approved, we have the right to terminate your Franchise Agreement.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement ("FA")/Area Development Agreement ("ADA")	Item in Disclosure Document
(a) Site selection and acquisition/lease	FA: Article 2 ADA: Article 6	Items 7 and 11
(b) Pre-opening purchase/leases	FA: Article 2	Item 8

Obligation	Section in Franchise Agreement ("FA")/Area Development Agreement ("ADA")	Item in Disclosure Document
	ADA: Not Applicable	
(c) Site development and other pre-opening requirements	FA: Article 2 ADA: Article 7	Items 6, 7, and 11
(d) Initial and ongoing training	FA: Article 7 ADA: Not Applicable	Item 11
(e) Opening	FA: Article 2 ADA: Article 5	Item 11
(f) Fees	FA: Article 3 ADA: Article 3	Items 5, 6, and 7
(g) Compliance with standards and policies/operations manual	FA: Articles 6 and 8 ADA: Article 12	Item 11
(h) Trademarks and proprietary information	FA: Article 6 ADA: Article 1	Items 13 and 14
(i) Restrictions on products/services offered	FA: Articles 1 and 8 ADA: Not Applicable	Items 11 and 16
(j) Warranty and customer service requirements	FA: Article 8 ADA: Not Applicable	Item 16
(k) Territorial development and sales quotas	FA: Not Applicable ADA: Article 5	Item 12
(l) On-going product/service purchases	FA: Article 8 ADA: Not Applicable	Item 8
(m) Maintenance, appearance, and remodeling requirements	FA: Articles 2 and 8 ADA: Not Applicable	Item 11
(n) Insurance	FA: Article 17 ADA: Not Applicable	Items 7 and 8
(o) Advertising	FA: Article 3 ADA: Not Applicable	Items 6, 7, and 11
(p) Indemnification	FA: Article 14 ADA: Article 13	Item 6
(q) Owner's participation/ management/staffing	FA: Article 8 ADA: Article 12	Items 11 and 15
(r) Records and reports	FA: Article 3 ADA: Not Applicable	Item 11
(s) Inspections and audits	FA: Articles 3 and 8 ADA: Not Applicable	Item 6
(t) Transfer	FA: Article 9 ADA: Article 9	Item 17
(u) Renewal	FA: Article 4 ADA: Article 2	Item 17
(v) Post-termination obligations	FA: Article 15 ADA: Article 8	Item 17
(w) Non-competition covenants	FA: Article 15 ADA: Article 2	Item 17
(x) Dispute resolution	FA: Article 16 ADA: Article 17	Item 17
(y) Other:	FA: None ADA: None	None

ITEM 10

FINANCING

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

ITEM 11

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

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

Unless otherwise stated, the disclosures in this Item 11 apply to both Models.

Pre-Opening Assistance

Before you open either Model, we (or our designee) will:

a. Assist you in selecting the Franchised Location. Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing an area where the Franchised Location must be located, written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, demographics, access, and similar items) and reviewing the information you provide. You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We will have 30 days to review your submittal. If we do not approve your first proposed site, you will have 60 more days to find another site and submit it to us for approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement. We do not generally own the premises and lease them to you. (Franchise Agreement, Article 2 and Article 5);

b. Review the lease for the Franchised Location to ensure that its terms contain our required provisions and otherwise meet our minimum standards. We may terminate the Franchise Agreement if you and we cannot agree on an acceptable location for your Clinic. (Franchise Agreement, Article 2 and Article 5);

c. Loan you one copy of the Franchise Operations Manual though it will always remain our property. It is part of the System and contains our confidential, proprietary, and trade secret information. Exhibit C to this disclosure document shows the Franchise Operations Manual's Table of Contents. The Franchise Operations Manual contains approximately 264 pages. The Franchise Operations Manual may be delivered to you in writing, made available to you online, or provided in another manner in our discretion. (Franchise Agreement Article 5);

d. Designate your Exclusive Territory. (Franchise Agreement, Article 2 and Article 5);

e. Furnish mandatory design specifications and layout criteria for the Franchised Location. We do not assist you in conforming the premises to local ordinance and building codes nor do we assist you in obtaining any required permits. We do not assist you in remodeling or decorating your Franchised Location. (Franchise Agreement, Article 2 and Article 5);

f. Furnish written specifications for the Medical Equipment, Clinic FF&E, the Computer Systems, and all other goods and services necessary to begin your Model's operation. (Franchise Agreement, Article 2 and Article 5);

g. Offer training as more specifically set forth below. (Franchise Agreement, Article 7);

h. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee. (Franchise Agreement, Articles 2 and 5);

i. Provide our Grand Opening Support. (Franchise Agreement, Articles 3 and 5);

j. Provide you with the information necessary to allow you to work with our approved bookkeeping service. (Franchise Agreement, Articles 3 and 5);

k. Provide you with our general criteria for Medical Professionals, who must be properly licensed and credentialed. (Franchise Agreement, Article 5).

Post-Opening Assistance

After opening either Model, we (or our designee) may:

a. Modify, update, or change the System, including (i) changes to the Healthcare Services offered at the Clinic; (ii) the adoption and use of new or modified lists of authorized and approved suppliers, trade names, trademarks, service marks, or copyrighted materials, (iii) changes to the Franchise Operations Manual; and (iv) authorize new Healthcare Services, products, services, and the like. (Franchise Agreement, Article 5).

b. Help you coordinate your grand opening activities. (Franchise Agreement, Articles 3 and 5).

c. Collect and administer the Brand Development Fees. (Franchise Agreement, Articles 3 and 5).

d. Provide feedback from our right to access certain information from your Computer System. (Franchise Agreement, Article 5).

e. Periodically advise or offer guidance about matters concerning your Clinic's operations. (Franchise Agreement, Article 5 and Article 8).

f. Conduct quality control visits (both announced and unannounced) and use a "secret shopper" program. (Franchise Agreement, Article 8).

g. Offer additional training, some of which may be mandatory. See this Item 11 at Training. (Franchise Agreement, Article 7).

h. At such time in the future, as we deem appropriate, we may hold an Annual Conference during which new ideas and other matters will be discussed. (Franchise Agreement, Article 7).

We do not set minimum or maximum prices for any products, goods, or services, but we may suggest pricing schedules from time to time. We offer no advice concerning the hiring of your employees. Your employees are not our employees; you are solely responsible for their management and control.

Optional Assistance

We may provide you with optional or additional training and support on an as-needed basis as you request. You may be required to pay the associated Optional Training or Assistance Fee. (Item 6).

Opening Schedule

The typical length of time between signing a Franchise Agreement and opening a Clinic under either Model is three to six months. If you operate a single Clinic, the Clinic must be open and operating within nine months after the "Effective Date" of your Franchise Agreement (the "Opening Deadline"). The "Effective Date" is the date you and we fully execute your Franchise Agreement. We will extend the Opening Deadline for a limited period if factors beyond your reasonable control prevent you from meeting the Opening Deadline and you request an extension of time from us at least 15 days before the expiration of the Opening Deadline. Factors that may affect the period you require to open your Clinic include your ability to obtain a lease, the time you spend obtaining financing, weather conditions, and shortages of or delays in obtaining equipment, fixtures, signage, or other required materials, and your ability to enter into an MSA acceptable to us with a Medical Professional (if you operate the MSO Model). We do not deliver or assist with the installation of any fixtures, furnishings, equipment, signs or other supplies.

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

Clinics to be opened under an Area Development Agreement	Opening Deadline
First Clinic	9 months from signing the Area Development Agreement
Second Clinic	20 months from signing the Area Development Agreement
Third Clinic	30 months from signing the Area Development Agreement
Fourth Clinic	40 months from signing the Area Development Agreement
Fifth Clinic	50 months from signing the Area Development Agreement
Sixth Clinic and any additional Clinics	60 months from signing the Area Development Agreement and 10 months thereafter for each additional Clinic beyond the sixth.

The site selection and territory approval process for each Clinic under an Area Development Agreement is the same as that for a single Clinic. Each Clinic will be governed by the then-current Franchise Agreement signed for each location and we will follow the then-current standards for our approval of site and territory selections.

Advertising

Grand Opening

Beginning 15 days before and ending 30 days after the Opening Deadline, you will spend approximately $2,000 to $3,000 advertising your Clinic's grand opening. We must approve the grand opening plans and advertising in the same manner as we do "Local Advertising" (see below). The grand opening will occur on a date that is mutually acceptable to both of us.

Digital Advertising and Local Advertising

In addition to the grand opening advertising and brand development fees, you will pay us the then-current Digital Marketing Fee (currently, you will pay $1,750 per month for your first Clinic, and if you operate multiple Clinics, you will pay $1,750 per Clinic per month for the second and third additional Clinics that you operate; if you operate more than three Clinics you will pay a $1,500 per Clinic per month for Clinics 4, 5, and 6, and for every additional Clinic you operate beyond six you will pay an additional $500 per Clinic per month). Additionally, for each Clinic you operate, you will pay a one-time $2,500 digital marketing setup fee at the same time you submit your first Digital Marketing Fee. The Digital Marketing Fee is currently collected monthly.

In addition to the Digital Marketing Fee, you must spend a minimum of $2,000 per month on local advertising after you open your Clinic. If you fail to meet your required Local Advertising Requirement on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund.

Currently, your monthly Digital Marketing Fee is paid to us to provide and procure Digital Marketing for your Clinic, beginning three months before your scheduled opening date. We may instead require you to pay all or part of the Digital Marketing Fee to our designated vendor. A Digital Marketing Fee will be due for each Clinic you operate. The Digital Marketing Fee is used to provide or procure Digital Marketing services and associated overhead operating costs and expenses we incur. We may use your Digital Marketing Fee for Digital Marketing both within and outside of your Exclusive Territory, but your Digital Marketing Fee payments will only be used for Digital Marketing for your Clinic at this time. However, in the future, we may increase your Digital Marketing Fee as described above, and may also change the mix of Digital Marketing Services to include other Local Marketing services (including regional advertising programs as described below).

If we assign our right to provide Digital Marketing and collect any portion of the Digital Marketing Fee to any third party ("DM Vendor"), subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access to the DM Vendor's records to audit your use of the Marks and any other purpose. There are no contractual limitations on our right to access this information. We reserve the right to designate or change DM Vendors; bring such services in-house; suspend (and then reinstate) or terminate (and then reinstate) the Digital Marketing program at any time and implement an alternative marketing program or make any other changes we deem appropriate after giving you at least 60 days' written notice. Any Local Advertising is subject to our policies. For grand opening advertising, Local Advertising, or any additional advertising that you place, we must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 15 days to review it and provide comments (if any). The proposed advertising materials are approved if we do not deliver the written notice to you of our approval or disapproval within that time. In our sole discretion, we may revoke our approval of any advertising materials at any time. Your Digital Marketing Fee may be used in the Regional Advertising Program, as described below.

If you wish to conduct additional Local Advertising online, you must follow our online policy, which is contained in our Franchise Operations Manual. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page. Subject to Applicable

Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will monitor any online content and access your records to audit your use of the Marks and any other purpose.

You cannot use a derivative of the www.gamedaymenshealth.com or acquire any uniform resource locator (URL) that may be construed to represent your Clinic, Ream Franchise Group, LLC, or Gameday Men's Health without our approval that will be granted or denied for any reason or no reason.

Brand Development Account and Regional Advertising Program

The Brand Development Account is for marketing, developing, and promoting the Gameday System, the Marks and Franchises. You must pay 2% of your monthly Gross Revenue ("Brand Development Fee") in the "Brand Development Account." We reserve the right to increase the Brand Development Fee upon 60 days' written notice, but we will not increase the Brand Development Fee to more than 3% of your Gross Revenue during the initial term of your Franchise Agreement. Your Brand Development Fee will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Development Account, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Clinics owned by us are not required to contribute to the Brand Development Account on the same basis as franchisees, which may also differ based on when each Clinics owned by us opened for business.

The Brand Development Account will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Development Account will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Development Account will be utilized. We may use the Brand Development Account for local, regional, or national marketing, or any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Gameday brand. For example, we may use the Brand Development Account for: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for Brand Development Fees; (xii) preparing and distributing financial accountings of the Brand Development Account; (xiii) conducting quality assurance programs and other reputation management functions; (xiv) local consumer marketing specifically intended to drive traffic to one or more locations, whether opened by us or a franchisee; and (xv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities. We may use national and/or regional advertising agencies as the source for our advertising materials, or we may prepare them in-house.

We do not guarantee that advertising expenditures from the Brand Development Account will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We may use the Brand Development Fees for soliciting for the sale of Franchises in amounts and via methods we determine, in our sole discretion, are necessary or appropriate.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Development Account or to maintain, direct or administer the Brand Development Account. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Development Account on any terms we deem reasonable.

The Brand Development Account is not audited. Upon your written request, we will make available an annual accounting for the Brand Development Account that shows how the Brand Development Account proceeds have been spent for the previous year. During our fiscal year ended December 31, 2023, we collected Brand Fund Contributions of $65,776; however, we did not expend any portion of the Brand Fund Contributions. We intend to begin utilizing the Brand Fund Contributions after our first one hundred Franchised Locations are open and operational.

Upon 30 days prior written notice to you, we may allocate all or a portion of the Brand Development Fees or Digital Marketing Fees to a regional advertising program (a "Regional Advertising Program") for the benefit of Clinics located within a designated geographic territory. We will define the territories and require all franchisees and company-owned Models within such territories to contribute. We will control and administer Regional Programs, though we reserve the right to transfer such control to the participants in the Regional Advertising Program. There will be no written governing documents. We will prepare unaudited annual financial statements for each Regional Advertising Program. Upon your prior written request, we will make such unaudited annual financial statements available no later than 120 days after the end of each calendar year. Franchisees in each Regional Advertising Program will contribute an amount to the cooperative for each Clinic that the franchisee owns that exists within any cooperative's geographic area; provided that you will not be required to pay more than the amount of the then-current Digital Marketing Fee (provided, that your contribution to the Regional Advertising Program may apply in addition to your obligation to pay the Digital Marketing Fee). Each Clinic in the Regional Advertising Program will have one vote in the Regional Advertising Program.

We intend for the Brand Development Fee and Regional Advertising Programs to be continual and perpetual, but we have the right at any time to change, dissolve, merge, suspend, or reinstate the Brand Development Account or Regional Advertising Programs. We will not close the Brand Development Account and will not allow a Regional Advertising Program to close until all contributions and earnings have been used for the purpose for which they were collected or refunded.

There currently is one advertising council and no advertising cooperatives. We selected a group of franchisees from various markets to provide insight into our operations and discuss emerging issues arising in the franchise system. We reserve the right to form additional advertising councils or advertising cooperatives in the future.

Computer Requirements

You must own or purchase a laptop or desktop we require for each Medical Professional, your intake desk, and the back office ("Computer Systems"). They may be of any make or model and may operate under the latest version of the Microsoft or Apple operating system)

You must obtain a license for each Computer System for the online version of Microsoft Office 365 "Business Standard" software suite (including Word and Excel), which currently costs approximately $12.50 per month ($150 per year). Under both Models, at least one Computer System must also have a license for QuickBooks Online Plus, which currently costs $40 per month ($480 per year). Clinics must also purchase a license for the Medical Practice Software at its then-current fee (now $500 per month) plus a $1,000 installation fee. DCO Models will purchase the Medical Practice Software directly, under MSO

Models, the Medical Professional will purchase the Medical Practice Software. You agree to install and maintain all hardware and software that we designate on the Computer System that we designate such as accounting software credit card processing and point-of-sale hardware and software, firmware, web technologies or applications, printers, internet connectivity devices and other related accessories and peripheral equipment. You must also pay us the monthly Technology Fee of $250 and a one-time Technology Set-up fee of $750 described in Item 6.

Both Models may require you to purchase between three and six Computer Systems for approximately $4,000 to $6,000, plus the above software. You will also configure each Computer System with sufficient antivirus software and must comply with Applicable Laws relating to Patient and Clinic information protection. You must maintain each Computer System as often as necessary to keep it operational, which could cost $100 to $500 per Computer System per year. We may require you to update one or more Computer Systems every five years, when you are awarded successor franchise rights, or are permitted to transfer your franchise rights. This could cost $1,000 or more per Computer System. You are not currently required to purchase a Computer System maintenance contract. We have no criteria for this and no formula for estimating such costs and cannot provide an estimate.

You must maintain high-speed Internet access to each Computer System station and use your best efforts to keep all equipment connected, powered on, and in good working order to ensure our access to the information and data regarding your Clinic.

Technology changes are dynamic and not predictable during the term of the Franchise Agreement. To provide for changes to technological needs and opportunities, we will have the right to establish, in writing, reasonable new standards for implementing technology in the System. You will comply with any new standards and pay any fees associated with them.

Subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access at any time we deem appropriate to all business-related information generated and stored in your Computer Systems, including read-only access to your QuickBooks Online account. In our discretion, we will make available certain aggregate data (without identifying the name of any franchisee or its location) that may be used for any purpose allowed by Applicable Law. Except as stated here, there are no contractual limitations on our right to access this information.

Franchised Location Selection and Lease

Under both Models, if we have not approved a Franchised Location before you sign your Franchise Agreement, you and we will identify a "Designated Area" within which to search for your Franchised Location. A Designated Area may be defined by geographic boundaries such as streets, rivers, mountains, or similar physical limitations, by political boundaries including city, county, and state lines, ZIP codes, or other measurements. We may change the method of designing a Designated Area at any time. We do not now own the property to be leased or subleased to you.

Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, competition, demographics, access, and similar items) and reviewing the information you provide. We base our approval of the proposed location using this information.

You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We will have 30 days to review your submittal. If we do not approve your first proposed site, you will have 60 more days to find another site and submit it to us for

approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement (but all restrictive and other covenants of your Franchise Agreement that must survive termination to remain enforceable will survive), and we will retain all fees. We have no particular expertise in identifying or approving location sites for Franchised Locations.

After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have the option to require the lease be assigned to us by a collateral assignment agreement (Exhibit 4 to the Franchise Agreement) or contain the following terms and conditions:

a. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent; and,

b. The landlord must provide written notice to us when it gives you notice of any default by you under the lease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.

c. Under the MSO Model, your lease must allow for the subleasing of the space to the Medical Professional.

Once the lease is approved and signed, subject to Applicable Law, you will sublease the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that the Medical Professional's subletting maintains the separation between the Medical Professional's ownership of the medical practice and your right to deliver the MSO Services.

Once the lease is secured, your Franchised Location will be identified in Exhibit 2 of the Franchise Agreement.

Under both Models, you must obtain all licenses, permits, and certifications required for the lawful construction and operation of the Clinic, including zoning, access, parking, and sign permits. You will also obtain all health, life safety, and other permits and licenses required for the proper operation of the Model. You will certify that all such permits and licenses have been obtained before the Opening Deadline. If you cannot obtain all permits necessary to operate the Model, we have the right to terminate the Franchise Agreement, though all covenants that must survive termination to remain enforceable will survive and remain enforceable. There will be no refunds.

We do not assist with conforming the premises to local ordinances and building codes or obtaining any required permits. We do not assist in constructing, remodeling, or decorating the Franchised Location. We do not train non-management employees.

Maintenance and Renovations of Franchised Location

You may be required to "Renovate" the Clinic under either Model no more often than once every five years during the Initial Term. A Renovation may also be required if you are awarded "Successor Franchise Rights," at every five years during each "Successor Term" (as each term is defined in Item 17(b) below) and if you are granted the right to transfer your rights under the Franchise Agreement. Renovations may include upgrades to or replacing anything in the Clinic, including interior and exterior decor, Medical Equipment, Clinic FF&E, other furniture, fixtures and equipment, and any other component we designate.

General maintenance of the Clinic and the management offices as applicable, including repainting, replacing worn Medical Equipment, furniture, fixtures and equipment, cleaning, and the like, is not a Renovation and is required as often as necessary to maintain a clean, safe, and attractive Clinic.

Initial Training

For the first franchise awarded to you and before you open, your Principal Operator, you, and one additional person (who may be your Designated Manager) must satisfactorily complete our Initial Training program. If you would like to have additional persons attend training, you will pay us our then-current fee. Initial Training will be conducted in Temecula, California, or at an alternative location we determine. Initial Training typically takes place one month prior to opening your Clinic. Initial Training is offered as needed to meet the needs of our franchisees but no more often than once each month.

Initial Training is typically five business days in person, plus approximately 24 additional hours of onboarding coaching, with classroom and on-the-job training described below. We will use the Franchise Operations Manual and online software as the primary instruction materials during the Initial Training program. We reserve the right to waive a portion of Initial Training or alter the training schedule at our discretion if you or your designated attendee has sufficient prior experience or training. You will pay for all transportation and expenses incurred during Initial Training.

If you or your designated trainees fail to complete training to our satisfaction, we have the right to terminate your Franchise Agreement, though all covenants of that agreement that must survive termination will survive.

We will make Initial Training available to replacement or additional Designated Managers or Principal Operators during any term of the Franchise Agreement. We reserve the right to charge our then-current Additional Personnel and Transferee Training Fee, currently $2,500 per person. You will also pay for any transportation and expenses incurred with attending this training. The availability of this training is subject to space considerations and prior commitments to other franchisees.

If you propose selling or transferring your Model or any interest in your franchise rights, part of our approval process requires the transferee to attend Initial Training and pay the then-current Additional Personnel and Transferee Training Fee. (Item 6).

Initial Training consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom training	Hours of On-the-Job Training	Location
Orientation and Office Setup	10	0	Currently, Carlsbad, California and Temecula, California or another location we designate.
Operations	10	0	Currently, Carlsbad, California and Temecula, California or another location we designate.
Sales and Marketing	10	0	Currently, Carlsbad, California and Temecula, California or another location we designate.

Subject	Hours of Classroom training	Hours of On-the-Job Training	Location
Finance and Accounting	10	0	Currently, Carlsbad, California and Temecula, California or another location we designate.
On-Boarding Coaching, including site selection, business management, business set-up, operations, vendor accounts and grand opening	0	24	Virtual weekly coaching sessions for approximately five months before and around the opening date
Total	40	24	

Tristyn Coffeen has served as Director of Onboarding since June 2022 in Carlsbad, California and will direct and implement On Boarding Coaching. From December 2018 to June 2022, Tristyn was the Clinic Manager of Healthy Aging, overseeing administrative services, the corporate call center, and customer retention strategies for all of their clinics in Carlsbad, Temecula, Laguna Hills and San Diego, California. Shea Fears has served as Vice President of Operations since 2021 and has been Director of Operations of Healthy Aging Clinics since 2020. Shea will direct and implement the remainder of the initial training program. Shea has developed and overseen core components of our business management processes, including operations, marketing, finance, technology and sales. She provides business management training for our franchises. Dr. Evan Miller has owned and operated MSO Model locations through our Gameday Parent since 2017 and has trained his staff in the subjects described above. Dr. Garcia has practiced in anti-aging medicine, hormone replacement therapy and erectile dysfunction treatments since 2013.

These trainers will be assisted by various individuals employed by us or our affiliates. All trainers will have at least one year of experience in the subject(s) they are training you in.

In the future, other persons who are active in our business's operations and administrative side may assist with Initial Training. As we have not identified such personnel, we cannot now provide their experience or other information.

Grand Opening Support

On or around the first two days after you open for business, we will provide one or two trainers (as determined in our discretion) who will travel to your Franchised Location to provide Grand Opening Support. You will pay us a $4,500 trainer fee at least three weeks prior to the grand opening date, plus expenses for the trainer(s).

Additional Training

We may provide additional training at our discretion, and some of this training may be mandatory. Additional training can take place at any time and may include in-person training at your location, our location, or online. We will notify you of additional training and the requisite fee. You will pay our then-current Optional Training or Assistance Fee, currently $950 per trainee per day plus an additional $950 per day for any additional trainers, if you request additional operating assistance, and we agree to provide it. (Item 6). From time to time, we may provide bulletins, brochures, manuals, and reports regarding new developments, techniques, and improvements in Healthcare Services delivered to Patients and your Model's operation. In addition to participating in ongoing training, you will be required to attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees. Our training is not intended to provide continuing education to a Medical

Professional or other staff members.

Medical Training

In addition to the initial training program, all individuals who are part of the Medical Team who will administer, when clinically appropriate, Healthcare Services at the Clinic, must participate in Medical Training for the specific Healthcare Service, which is provided by our approved training vendors (currently, Healthy Aging, Pellecome, MedSol, Hormonal Health Institute, Cellular Medicine Association, Gainswave). Medical Training is not conducted by us and is not included in the Initial Training program. We may waive these requirements for one or more Healthcare Services, on a case-by-case basis, if a member of the Medical Team demonstrates either recent Continuing Medical Education credits or significant and recent professional experience administering the Healthcare Service such that, in our sole discretion, we deem such training or experience as warranting a waiver to the Medical Training requirements. Medical Training may be done in-person, virtually, or a combination of these two, as required by the approved vendors. We estimate the cost of Medical Training to be between $0 and $22,396. This requirement applies to all members of the Medical Team, whether or not employed by you and irrespective of whether you operate a DCO or an MSO Model. If you operate an MSO Model, you must enter into an MSA prior to the Clinic opening with enough time for the Medical Professional to complete required Medical Training.

ITEM 12

TERRITORY

You will operate your Clinic and use the Marks, the Proprietary Information, and the System only at your Franchised Location. Under both Models, once the Franchised Location and lease are approved, we will assign you an Exclusive Territory, which will continue in force during the initial term of your Franchise Agreement. The perimeter of the Exclusive Territory will be an area which will encompass the lesser of a three-mile area or a population of approximately 100,000 people (based on the population-mapping software we use), and will ultimately be defined by physical or geographic limitations, ZIP codes, political subdivisions, or other boundaries but will have no specific geometric shape. On the description of the final perimeter, if your Exclusive Territory is based on a three-mile area, your Exclusive Territory may have more or fewer than 100,000 people. For clarity, the Exclusive Territory of the MSO Model is the same as that of the DCO Model, as you will manage a Clinic located within your Exclusive Territory. The Territory does not depend on your achievement of a minimum sales volume or other contingency. You do not receive the right to acquire additional Franchises unless you purchase the right in your Area Development Agreement. Except as noted above, we do not grant you any options or rights of first refusal under the Franchise Agreement.

Except as permitted by our "Reservation of Rights" (below), for so long as you comply with your Franchise Agreement, we will not permit another franchisee, an Affiliate, or a company-owned Clinic to operate within your Exclusive Territory. Your Exclusive Territory will continue until your initial term ends. If you are awarded successor franchise rights, we reserve the right to redefine the characteristics of your Exclusive Territory to meet our then-current standards. If you sell or transfer your Clinic with our permission, we also reserve the right to alter the characteristics of the Exclusive Territory to meet our then-current standards, and acceptance of such revised characteristics is a condition of our approval. Your Exclusive Territory will remain the same during the term of the Franchise Agreement regardless of any shifts in its population.

You must advertise your Model only within your Exclusive Territory unless regional or cooperative advertising is implemented or unless you get our permission to advertise or solicit outside the Exclusive

Territory, which we may grant or deny for any reason or no reason. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. If another franchisee, Affiliate-owned, or company-owned Clinic does not occupy a contiguous territory, you may advertise there only after first providing us written notice and receiving our approval. Once the territory has been assigned to another franchisee or a company-owned or Affiliate-owned Clinic, you must cease advertising in that territory. You may accept business from Patients located anywhere, including outside your Exclusive Territory.

You may relocate your Clinic only if you first obtain our express written permission, which will be considered using our reasonable business judgment. We must approve the new location in the same manner as we are then approving sites. You will pay us our then-current Relocation Fee. There will be no refund if you cannot find and have approved a new location.

We have no current plans to establish other related franchises or company-owned businesses selling similar products or services under a different name or trademark, although we reserve the right to do so.

Area Development Agreement

Under the Area Development Agreement, you are assigned a Development Territory in which you must develop a designated number of Clinics. The Development Territory may consist of one or more designated geographic areas. The size of the Development Territory will depend on the number of Clinics to be developed, the demographics of the territory, the population, and other factors. In certain densely-populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely-populated urban areas may have significantly larger areas. The Development Territory will be an exclusive territory for the development of Clinics during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement. When we provide your Development Territory, we may pre-define individual Exclusive Territories or search areas where you can locate the Clinics to be opened under your Area Development Agreement. This exclusivity grants you the exclusive right to open Clinics in the Development Territory; provided that you follow the terms of the Area Development Agreement.

Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement among you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity, other than you, to establish a Clinic in your Development Territory during the term of the Area Development Agreement. However, we, our affiliates, and any other authorized person or entity (including any other Clinic) may, at any time, conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement.

The size of the Development Territory may be a single or multi-city area, single county area, or some other area, and will be described in Attachment A to your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors.

The Development Territory will terminate upon the completion of the Development Schedule or the termination of the Area Development Agreement, whichever occurs first, and the only territorial protections that you will receive upon termination will be those under each individual franchise agreement. You will have no further right to acquire, construct, equip, own, open or operate additional Clinics other than any granted pursuant to a then-existing franchise agreement between you (or an affiliate of you) and us. If you fail to adhere to the Development Schedule on two or more occasions, your failure to comply will constitute a material event of default under the Area Development Agreement, for which we may,

among other things: (i) terminate the Area Development Agreement; (ii) terminate the exclusivity of your Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

Additional Development Rights and Quota

Unless we grant you the right to a Development Territory, you receive no options, rights of first refusal or similar rights to acquire additional franchises under the Franchise Agreement. If you enter into an Area Development Agreement, you will have the right to develop additional franchises within your Development Territory in accordance with your Development Schedule.

The continuation of the Exclusive Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. There is a Minimum Royalty that you must pay but no quota or minimum sales requirement.

Reservation of Rights

We and our affiliates reserve the rights, among others, to:

a. Own, franchise, or operate businesses similar to either Model (and which use the Marks and the System) at any location outside your Exclusive Territory and any Development Territory regardless of proximity to your Exclusive Territory and any Development Territory.

b. Use the Marks and the System to sell any products or services (which may be similar to those you will sell) through any alternate channels of distribution anywhere in the world. Alternate channels include the Internet, online ordering, wholesale to unrelated retail outlets, catalog sales, telemarketing or other direct marketing. You cannot use alternate channels of distribution inside or outside of your Exclusive Territory without our express permission, which may be granted or denied for any reason or no reason at all. We do not pay any compensation for soliciting or accepting orders inside your Exclusive Territory or inside any Development Territory, including orders accepted or solicited by other Gameday Men's Health franchisees. You may face competition form us, other franchisees and other channels of distribution or competitive brands that we control within the Development Territory.

c. Use and license others to use, anywhere in the world or through alternate channels of distribution, other trademarks, trade names, service marks, or logos that are not the same as or similar to the Marks in the operation of a business that offers goods, services, and related products that may be similar to, or different from, those offered by your Model.

d. Purchase, or be purchased by, acquire, convert, merge, or combine with any other business, including competitive businesses or otherwise operated independently, or as part of or in association with any other system or chain, whether franchised or corporately owned anywhere in the world including your Exclusive Territory and any Development Territory so long as the trademarks, trade names, services marks or logos are not the same or similar to the Marks.

e. Retain all other rights not specifically granted to you.

Although we can use alternative channels of distribution within your Exclusive Territory and any Development Territory to make sales of goods, items, and services associated with the System and the Marks or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of this disclosure document. We currently have no plans to operate or

franchise a business under a different trademark that sells or will sell goods or services similar to those the franchisee will offer. We reserve the right to do so at any time.

ITEM 13

TRADEMARKS

As used in this disclosure document and the Franchise Agreement, reference to the "Marks" includes trademarks, service marks, trade names, logos, and other commercial symbols. Both Models will use the Marks in the operation of, and the advertising for the Clinic.

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the "USPTO") for the following:

Trademark	Registration Number	Date of Registration	Register
GAMEDAY MEN'S HEALTH	6,805,774	August 2, 2022	Principal
GAMEDAY	6,805,771	August 2, 2022	Principal

Our IP Affiliate claims common law rights to the following word Mark:

Mark	Registration Number	Date of Registration	Status
Gameday Men's Health	Not applicable	Not applicable	Common Law

We do not have a federal registration for the common law mark above. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We have a license agreement with our IP Affiliate that allows us to sublicense the Marks to you. The license is perpetual and can be canceled by the IP Affiliate only if we fail to monitor your use of the Marks and protect their goodwill. Our IP Affiliate will license the Marks directly to you if they cancel the license.

Except for the license agreement with IP Affiliate, no currently effective agreements significantly limit our rights to use or license the Marks in any manner material to the franchise. There are no infringing uses or previous superior rights known to us that can materially affect your use of the Marks in any state where your Clinic may be located.

There is no pending federal or state court litigation regarding our use or ownership rights in any Marks. All required affidavits and renewals have been filed.

Our IP Affiliate and we have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. If you learn of any claim against you for alleged infringement,

unfair competition, or similar claims about the Marks, you must promptly notify us. Our IP Affiliate and we will take the action we deem necessary to defend you. We will indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. We have no obligation to defend or indemnify you if the claim against you is related to your use of the Marks if such use violates the Franchise Agreement.

We have secured the following Internet domain name: www.gamedaymenshealth.com. Other domain names may be added in our discretion.

If our IP Affiliate or we, in our sole discretion, determine it necessary to modify or discontinue the use of any Marks or any portion of the Proprietary Information or the System or to develop additional or substitutes for any such component, you will, within a reasonable time after receipt of written notice from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution. Failure to do so may result in the termination of the Franchise Agreement. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

Our IP Affiliate and we will have the right, in our sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use of the Marks, the System, or the Proprietary Information. Our IP Affiliate and we may commence or prosecute such action in our name and may join you as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and each component of the System. If you learn that any third party you believe is not authorized to use the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to demand or prosecute any claim against the alleged infringer.

Your use of the Marks and any goodwill you establish is to the exclusive benefit of our Gameday IP Affiliate and us, and you retain no ownership or similar rights in the Marks during the Franchise Agreement term or upon the termination or expiration of the Franchise Agreement.

You may not use the Marks as a part of any business-entity trademark, service mark, emblem, or logo other than the Marks, as we may periodically designate. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under Applicable Law. You must identify yourself as the owner of your Model. You must use your business-entity name on all checks, invoices, receipts, contracts, stationer, or other documents that bear any of the Marks and on all printed materials, and your name must be followed by the phrase "An independently owned and operated franchise of Ream Franchise Group, LLC" or words to that effect.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We hold no patents. We claim common-law copyright protection of our Franchise Operations Manual and related materials and advertisement and promotional materials, although such materials may not have been registered with the United States Copyright Office. We reserve the right to register any of our copyrighted materials at any time we deem appropriate. We know of no copyright infringement that could materially affect you. Except for the license with our IP Affiliate (Item 13), no agreements limit your use of the System or any copyrighted materials.

We reserve all applicable rights to the Proprietary Information. We will disclose certain elements of the Proprietary Information to you during our training programs, seminars, and conferences, in the Franchise Operations Manual, and through guidance furnished to you during the term of the Franchise Agreement. These elements are considered proprietary and confidential, are our property, and may be used by you only as provided in your Franchise Agreement.

There are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress), or any court pertaining to or affecting any of our copyrights discussed above. No infringing uses are known to us that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We have the right to control any administrative proceedings or litigation involving our System or the copyrighted materials. You must promptly notify us if you learn of any claim against you for an alleged infringement, unfair competition, or similar claims about the System or copyrighted materials. We will take the action we deem necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims. We have no obligation to defend or indemnify you if a claim against you is related to your use in violation of the Franchise Agreement.

If we, in our sole discretion, determine it necessary to modify or discontinue the use of any portion of the System or the copyrighted materials or to develop additional or substitutes for a portion of the System or the copyrighted materials, you will, within a reasonable time after receipt of written notice of such a modification or discontinuation from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition, or substitution.

You also agree that the Proprietary Information is disclosed to you solely on the conditions (among others) that you will (i) not use the Proprietary Information in any other business or capacity, (ii) maintain the absolute confidentiality of the Proprietary Information during and after the term of the Franchise Agreement, (iii) not make unauthorized copies of any portion of the Proprietary Information disclosed in written form, and (iv) adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Proprietary Information, including, without limitation, restrictions on disclosure thereof to employees of your Clinic and the use of nondisclosure and non-competition clauses in employment agreements with such persons.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Under the DCO model, your Principal Operator, your Designated Manager, or you must personally participate in and manage your Clinic's day-to-day operations. Under the MSO, your Principal Operator, your Designated Manager, or you must personally participate and manage the delivery of the MSO Services day to day. Though you are permitted to operate using a Designated Manager, we always recommend that you operate your Model directly and on a day-to-day basis.

Under the DCO Model and Applicable Law, you must have properly licensed and credentialed medically trained staff (including the Medical Professional(s)) required to manage and operate any medical clinic. Under the MSO Model, you must ensure that the Medical Professional that owns the Clinic is similarly licensed and credentialed. Applicable Law may also require such person to hold a certain management or above position, in which case, you will comply with such law. We must approve the

Designated Manager, your Principal Operator, and Medical Professionals who directly own and operate the Clinic or are part of your professional staff.

Under the MSO Model and Applicable Law, the Medical Professional may be required to own some or all of the equity interest in the MSO. Unless required by Applicable Law, a management position Person hired by the Medical Professional need not own an equity interest in the MSO. Under the DCO Model and unless required by Applicable Law, your Designated Manager or Medical Professional need not own an equity interest in your franchisee entity. Under both Models, any new Principal Operator, Designated Manager, or Medical Professional must be identified to us within five business days of the person's hire date. The new person must also pass our training.

Regardless of the Model, your Designated Manager, the Medical Professionals, the medical staff that manages the Clinic, your Principal Operator, and you must abide by all confidentiality requirements of this franchise agreement and may in the future be required to sign a confidentiality and non-competition agreement. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) and each person who is or becomes a Principal Operator must sign our then-current form of guaranty, which is attached to the Franchise Agreement as Exhibit 3.

If you are an Area Developer, you must own at least a 51% equity interest in any legal entity that signs a Franchise Agreement under your Area Development Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the DCO Model, you must offer for sale all of those Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. You may not offer any products or services not specifically approved by us in writing, and you may not use your Clinic for any purpose other than your Clinic's operation. You may not operate any other business at the Franchised Location.

Under the MSO Model and as a contingency to working with the Medical Professional, your MSA must require the Clinic to offer for sale all of the Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. Under the MSA, the Clinic may not offer any products or services not specifically approved by us in writing, and you will not allow the Clinic to be used for any purpose other than the Clinic's operation. You may not operate any other business at the Franchised Location.

You must be open during the days and hours we designate in the Franchise Operations Manual, by a written handout, or by delivery of notice by other electronic means. We do not impose minimum staffing requirements though you must have sufficient staff to serve your customers. We do not now, but may in the future require all franchisees and you to participate or maintain participation in gift card, coupon, or customer incentive programs. If we do this, we will give you no less than 30 days prior written notice. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Under the MSO Model, you must provide all MSO Services. We may add to, delete from, or modify the products and services that you can and must offer, and there are no limits on our right to do so. You must abide by any additions, deletions, and modifications to the Franchise Operations Manual.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

The Franchise Relationship

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

DCO and MSO Models

Provision	Article or Section in Franchise Agreement	Summary
a. Length of the franchise term	Article 4	10 years (the "Initial Term.")
b. Renewal or extension of the term	Article 4	Two five-year terms (each a "Successor Term" if you meet certain conditions and on terms and conditions of the then-current Franchise Agreement (Successor Franchise Rights).
c. Requirements for franchisee to renew or extend	Article 4	Written notice, full compliance with your Franchise Agreement, Renovation, sign then-current Franchise Agreement, sign release, pay the renewal fee, not be in default, and we must have determined in our reasonable business judgment to allow you to renew. The renewal Franchise Agreement may have materially different terms and conditions from your original Franchise Agreement.
d. Termination by franchisee	Article 10	Any rights permitted by law after first providing us the right to cure.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Article 10.1	We can terminate only if you commit any one of several listed violations. Subject to your state's law concerning the termination of a franchise relationship (if any), we have the right, at our option and in our sole discretion, to (i) terminate the Franchise Agreement and all rights granted to you under it; (ii) to terminate your right to operate your Model without terminating the Franchise Agreement; or, (iii) to exercise any other rights that we may have in law or equity without affording you the right to cure (unless otherwise stated in the Franchise Agreement) upon the occurrence of certain events. See (g) and (h) below. Read your Franchise Agreement carefully.
g. "Cause" defined – curable defaults	Article 10.2	You have 10 days to cure any defaults under your Franchise Agreement not described in (h) below. Read your Franchise Agreement carefully.
h. "Cause" defined – non-curable defaults	Article 10.1	Bankruptcy, cease operating or otherwise abandon your Model (including cessation of Clinic operation) for 14 consecutive days, or any shorter period that indicates your intent to discontinue operation (except due to an act of Force Majeure), failure to pay amounts due after five days' notice, misuse of Marks, disclosure of System, breaches

Provision	Article or Section in Franchise Agreement	Summary
		beyond three even if cured, violation of lease and loss of possession of the property, understatement of royalties of 3% or more after five days' notice for the first violation, a cross-default of another agreement (except an Area Development Agreement with us), surrender of control, material judgment against you, misrepresentation or omission in the application, violation of law and failure to cure, felony or misdemeanor conviction offenses involving moral turpitude or which may affect the System, violation of law, engage in activity which has an adverse effect on System, unauthorized assignment, improper assignment upon death, failure to timely cure other breaches.
i. Franchisee's obligations on termination/non-renewal	Article 11	Obligations include ceasing operations and use of Marks and Proprietary Information, payment of outstanding amounts, de-identification of Clinic, return of Proprietary Information, assignment of contact information, and compliance with all restrictive and other covenants that survive termination.
j. Assignment of contract by franchisor	Article 9.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Article 9.2	Sale, assignment, gift, pledge, court order, death, mortgage, or other disposition of any part of your Franchise Agreement, ownership of you, or your Model.
l. Franchisor approval of transfer by franchisee	Article 9.3	We must approve. See (m) below. Transferee has background that we approve, financial resources that we approve, the transferee pays for training (Item 6), and payment of the transfer fee. We have 30 days right of first refusal.
m. Conditions for franchisor approval of transfer	Article 9.3	You must not be in breach of your Franchise Agreement, you must have no outstanding defaults or money owed, you must have submitted all reports, the Franchised Location must be Renovated, you must provide terms to us, the transferee must have signed the then-current Franchise Agreement and attended training for which there may be a fee (Item 6), transfer fee paid, you must have signed release, the transferee has the background and financial resources we approve. We have 30 days right of first refusal.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 9.6	30 days on the same terms as the *bona fide* offer.
o. Franchisor's option to purchase your business	Article 12	Our option upon termination or expiration of your Franchise Agreement is to purchase a part or all of the hard assets for fair market value before you offer them to a third party.
p. Death or disability of franchisee	Article 9.5	Franchise must be assigned to an approved buyer within 180 days.
q. Non-competition covenants during the term of the franchise	Article 15.1	Under either Model, during the Franchise Agreement term, you may have no involvement in

Provision	Article or Section in Franchise Agreement	Summary
		a business that offers the Healthcare Services offered through the DCO Model or the non-medical management services offered through the MSO Model.
r. Non-competition covenants after the franchise is terminated or expires	Article 15.2	No involvement in a competing business for 24 months within your Exclusive Territory or the territory of another company-owned, Affiliate-owned, or franchisee, or within five miles of the perimeter of your Exclusive Territory or that any other franchised or company-owned or Affiliate-owned business.
s. Modification of the agreement	Article 18.2	Only by both parties' written agreement, but Operation Manuals are subject to change.
t. Integration/merger clause	Article 18.1	Only the terms of your Franchise Agreement are binding subject to state law. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 16	Except for certain claims, all disputes will be subject to arbitration if mandatory face-to-face meetings and mediation don't resolve issues.
v. Choice of forum	Article 16.4	Subject to state law, meetings, mediation, and arbitration to be conducted within 15 miles of our then-current headquarters (currently in Carlsbad, California).
w. Choice of Law	Article 16.4	The laws of the state where the Franchisee's clinic is located applies, subject to applicable state law.

The Area Developer Relationship

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

DCO and MSO Models

Provision	Article or Section in Area Development Agreement	Summary
a. Length of the area development term	Article 2	The earlier of the termination date set forth in Attachment B of the Area Development Agreement, or completion of the obligations in the Development Schedule
b. Renewal or extension of the term	Not applicable	Not applicable.
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable.
d. Termination by franchisee	Not applicable	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.

Provision	Article or Section in Area Development Agreement	Summary
f. Termination by franchisor with cause	Articles 5.4, 8.1 and 8.3	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	Articles 5.4, 8.1 and 8.3	If you default under any other agreement with us or if you fail to comply with the Development Schedule on two or more occasions.
i. Franchisee's obligations on termination/non-renewal	Article 8.3	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.
j. Assignment of contract by franchisor	Article 9.1	No restrictions on our right to assign the Area Development Agreement.
k. "Transfer" by franchisee – defined	Not applicable	Not applicable.
l. Franchisor approval of transfer by franchisee	Article 9.2	You may not assign the Area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase your business	Not applicable	Not applicable.
p. Death or disability of franchisee	Article 8.2	The Area Development Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Area Development Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the area development agreement is terminated or expires	Not applicable	Not applicable.
s. Modification of the agreement	Article 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Article 11	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Carlsbad, California).

Provision	Article or Section in Area Development Agreement	Summary
v. Choice of forum	Article 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.
w. Choice of Law	Article 15	The laws of the state where the Area Development Franchise is located apply, subject to applicable state law.

ITEM 18

PUBLIC FIGURES

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

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ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this 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.

As of December 31, 2023, we had fifteen Franchised Locations and four affiliate-owned Gameday Men's Health Businesses ("Affiliate Locations"). The Affiliate Locations all operate under the MSO Model. Of the fifteen Franchised Locations, fourteen operated under an MSO Model and one operates under the DCO Model. This Item 19 presents financial information from the three Affiliate Locations ("Reporting Affiliate Locations") and two Franchised Locations ("Reporting Franchised Locations") that operated an MCO Model for all twelve months of calendar year 2023. We excluded the one Affiliate Location and thirteen Franchised Locations that opened during calendar year 2023 and did not operate for the entire year. We refer to the Reporting Affiliate Locations and the Reporting Franchised Locations as the "Reporting Group." The Reporting Group all operate under the MSO Model.

The Reporting Affiliate Locations were owned and operated by our GHP Affiliate from 2020 up until June 1, 2023, and were operated by Gameday Parent during the remainder of calendar year 2023. All of the Reporting Affiliate Locations are located in medical buildings with other medical practitioners. The Reporting Affiliate Locations do not pay the Royalty that a Franchised Location will have to pay. The Reporting Affiliate Locations will not pay Brand Development Fees. The Reporting Affiliate Locations pay the equivalent of the Technology Management Fee and the Digital Marketing Fee. The Reporting Affiliate Locations are not subject to any local advertising requirement. The Reporting Affiliate Locations offer similar services as Franchised Locations except that the Reporting Affiliate Locations offered hair restoration treatments from 2019 to 2022. The Reporting Affiliate Locations face a similar degree of competition anticipated for the MSO Model Franchised Locations offered under this Franchise Disclosure Document. The Reporting Affiliate Locations utilize our System and are substantially similar to the franchise we offer for the MSO Model as they operate under a management agreement with a Clinic operated by a professional corporation. The Clinic pays a management fee ("MSO Payment") to the Reporting Affiliate Locations as defined below. This historical data was provided by the operators of the Reporting Affiliate Locations and from our internal systems and has not been audited.

Please note that if you will operate an MSO Model, your financial performance may vary greatly from the historical data described in this Item 19, based on various factors, including the negotiated terms of your MSA and state law for your Franchised Location. Some states may prohibit you from charging a management fee based on a percentage of the gross revenue earned by the Clinic, in which case your management fee may be a flat fee. When you are negotiating your MSA, you may not be able to negotiate terms as favorable to you as our Affiliate Locations have negotiated. For example, your management fee, the expenses that the Clinic will pay, and whether the Clinic will reimburse you for Royalty and Brand Development Fees, may vary from the management agreement that our Reporting Affiliate Locations have entered into. Each of these factors may impact your financial performance.

This financial performance representation contains historical financial performance data for the Reporting Affiliate Locations during the 2023 calendar years (January 1 to December 31). All numbers have been rounded to the nearest dollar.

Tables 1-a and 1-b

Table 1-a includes an overview of certain characteristics of the Reporting Affiliate Locations. Table 1-b includes an overview of certain characteristics of the Reporting Franchised Locations. We describe the date opened, facility size, business model, and city and state for each Reporting Affiliate Location and Reporting Franchised Location. The Reporting Affiliate Locations are operated from Clinic facilities in high cost-of-living areas.

Table 1-a
Overview of Reporting Affiliate Locations

MONTH OPENED[1]	CITY, STATE	BUSINESS MODEL	FACILITY SIZE
APRIL 2018	Carlsbad, California	MSO	2,200* Square Feet
APRIL 2021	Laguna Hills, California	MSO	1,426 Square Feet
SEPTEMBER 2020	Temecula, California	MSO	2,300 Square Feet

*This Reporting Affiliate Location relocated in 2023.

Table 1-b
Overview of Reporting Franchised Locations

MONTH OPENED[1]	CITY, STATE	BUSINESS MODEL	FACILITY SIZE
JANUARY 2023	Roseville, California	MSO	1,200 Square Feet
NOVEMBER 2022	Poway, California	MSO	1,357 Square Feet

Notes to Table 1:

1. "Date Opened" refers to the date each Reporting Affiliate Location or Reporting Franchised Location opened to the public.

2. "Business Model" refers to whether the Reporting Affiliate Location or Reporting Franchised Location operates as a DCO or MSO. All of the Reporting Group operates under the MSO model.

Tables 2 – 4

In Table 2 to Table 4, we include financial Reporting Affiliate Locations in Carlsbad, California ("Carlsbad MSO Affiliate Location"), Laguna Hills, California ("Laguna Hills MSO Affiliate Location") and Temecula, California ("Temecula MSO Affiliate Location"). In addition to the MSO financial information, we provide the Clinic financial information to illustrate the breakdown of expenses between the Clinic and the MSO and the total performance of each Gameday Men's Health Business and the combined Clinic and MSO information as some fees are based on this total number.

Table 2
Combined Revenue, Expenses, and Adjusted Earnings for the Carlsbad MSO Affiliate Location
During the 2023 Reporting Period

Category	Clinic	MSO	Total	% of Combined Revenue
Combined Revenue (Prior to MSO Payment)	$2,636,186	-	$2,636,186	100%
MSO Payment (Paid to MSO)	$1,054,474		$1,054,474	40%
Gross Revenue (After MSO Payment)	$1,581,712	$1,054,474	$2,636,186	60% (Clinic) and 40% (MSO)
Operating Expenses				
Payroll Expenses				
Payroll Taxes & Processing	$53,002	-	$53,002	2.01%
Wages	$463,592	-	$463,592	17.59%
Total Payroll Expenses	**$516,594**	-	**$516,594**	19.34%
Other Operating Expenses				
Accounting & Taxes/Prep	$0	$4,733	$4,773	0.11%
Advertising/ Promotion & Digital Marketing	$107,024	$30,100	$137,124	5.20%
Bank Service, Interest & Legal	$9,927	$82	$10,009	0.38%
Business Licenses and Permits	$3,780	$1,290	$5,070	0.19%
Computer and Internet Expenses	$12,780	$905	$13,685	0.52%
Continuing Education	$7,425	-	$7,425	0.28%
Dues and Subscriptions	$8,974	-	$8,974	0.34%
HR Expense	$5,262	-	$5,262	0.20%
Independent Contractors	$14,332	-	$14,332	0.54%
Insurance (Liability & Workers Comp)	$26,920	$1,500	$28,420	1.08%
Laboratory Fees	$19,840	-	$19,840	0.75%
Meals and Entertainment	$3,200	-	$3,200	0.12%
Medical Supplies	$83,503	-	$83,503	3.17%
Merchant Fees	$77,894	-	$77,894	2.95%
Miscellaneous Expense	$1,200	-	$1,200	0.05%
Office Supplies	$24,379	$8,374	$32,753	1.24%
Pharmacy & Medication	$410,783	-	$410,783	15.58%
Postage, Uniforms, Security, Repairs	$4,494	-	$4,494	0.17%
Professional Fees	$2,720	$250	$2,970	0.11%
Rent Expense	$0	$60,237	$60,237	2.29%
Telephone Expense	$0	$2,642	$2,642	0.10%
Travel Expense	$2,389	$0	$2,389	0.09%
Utilities	$0	$3,400	$3,400	0.13%
Total Operating Expense	$1,343,420	$113,514	$1,456,934	15.58%
Franchisee-Related Adjustments				
Franchisee Royalty	-	$158,171	$158,171	6.0%
Franchisee Brand Development Account Fee	-	$52,724	$52,724	2.0%
Local Marketing	-	$23,900	$23,900	**.9%**
Adjusted Earnings	-	$706,165	$944,457	**35.8%**
Adjusted MSO Margin (% of MSO Revenue)		70%		

Table 3
Combined Revenue, Expenses, and Adjusted Earnings for the Laguna Hills MSO Affiliate Location During the 2023 Reporting Period

Category	Clinic	MSO	Total	% of Combined Revenue
Combined Revenue (Prior to MSO Payment)	$1,222,076	-	$1,222,076	100%
MSO Payment (Paid to MSO)	$488,830		$488,830	40%
Gross Revenue (After MSO Payment)	$733,246	$488,830	$1,222,076	60% (Clinic) and 40% (MSO)
Operating Expenses				
Payroll Expenses				
Payroll Taxes & Processing	$22,776	-	$22,776	1.9%
Wages	$242,386	-	$242,386	19.8%
Total Payroll Expenses	**$265,162**	-	**$265,162**	21.7%
Other Operating Expenses				
Accounting & Taxes/Prep	$0	$4,733	$4,733	0.4%
Advertising/ Promotion & Digital Marketing	$58,950	$30,000	$88,950	7.3%
Bank Service, Interest & Legal	$253	$131	$385	0.0%
Business Licenses and Permits	$3,091	$1,105	$4,196	0.3%
Computer and Internet Expenses	$6,109	$706	$6,815	0.6%
Continuing Education	$5,125	-	$5,125	0.4%
Dues and Subscriptions	$6,780	-	$6,780	0.6%
HR Expense	$2,239	-	$2,239	0.2%
Independent Contractors	$9,806	-	$9,806	0.8%
Insurance (Liability & Workers Comp)	$26,780	$1,500	$28,280	2.3%
Laboratory Fees	$10,675	-	$10,675	0.9%
Meals and Entertainment	$3,200	-	$3,200	0.3%
Medical Supplies	$37,844	-	$37,844	3.1%
Merchant Fees	$45,901	-	$45,901	3.8%
Miscellaneous Expense	$890	-	$890	0.1%
Office Supplies	$15,672	-	$15,672	1.3%
Pharmacy & Medication	$160,445	-	$160,445	13.1%
Postage, Uniforms, Security, Repairs	$1,800	-	$1,800	0.1%
Professional Fees	$2,390	$1,000	$3,390	0.3%
Rent Expense	$0	$42,857	$42,857	3.5%
Telephone Expense	$0	$1,789	$1,789	0.1%
Travel Expense	$2,614	-	$2,614	0.2%
Utilities	$0	$3,297	$3,297	0.3%
Total Operating Expenses	$665,726	$87,118	$752,844	61.6%
Franchisee-Related Adjustments				
Franchisee Royalty	-	**$73,325**	**$73,325**	6.0%
Franchisee Brand Development Account Fee	-	$24,442	$24,442	2.0%
Local Marketing		$24,000	$24,000	1.9%
Adjusted Earnings	$67,520	$279,945	$347,465	**28.4%**
Adjusted MSO Margin (% of MSO Revenue)		57%		

Table 4
Combined Revenue, Expenses, and Adjusted Earnings for the Temecula MSO Affiliate Location During the 2023 Reporting Period

Category	Clinic	MSO	Total	% of Combined Revenue
Combined Revenue (Prior to MSO Payment)	$2,492,336	-	$2,492,336	100%
MSO Payment (Paid to MSO)	$996,934	-	$996,934	40%
Gross Revenue (After MSO Payment)	$1,495,402	$996,934	$2,492,336	60% (Clinic) and 40% (MSO)
Operating Expenses				
Payroll Expenses				
Payroll Taxes & Processing	$52,367	-	$52,367	2.1%
Wages	$477,936	-	$477,936	19.2%
Total Payroll Expenses	**$530,303**	-	**$530,303**	21.3%
Other Operating Expenses				
Accounting & Taxes/Prep	$0	$4,733	$4,733	0.2%
Advertising/ Promotion & Digital Marketing	$66,058	$30,000	$96,058	3.9%
Bank Service, Interest & Legal	$10,240	$248	$10,488	0.4%
Business Licenses and Permits	$2,765	$1,278	$4,043	0.2%
Computer and Internet Expenses	$9,790	$650	$10,440	0.4%
Continuing Education	$5,697	-	$5,697	0.2%
Dues and Subscriptions	$7,002	-	$7,002	0.3%
HR Expense	$3,694	-	$3,694	0.1%
Independent Contractors	$21,980	-	$21,980	0.9%
Insurance (Liability & Workers Comp)	$26,780	$1,500	$28,280	1.1%
Laboratory Fees	$15,784	-	$15,784	0.6%
Meals and Entertainment	$3,200	-	$3,200	0.1%
Medical Supplies	$45,512	-	$45,512	1.8%
Merchant Fees	$67,887	-	$67,887	2.7%
Miscellaneous Expense	$1,121	$0	$1,121	0.0%
Office Supplies	$22,811	$0	$22,811	0.9%
Pharmacy & Medication	$373,900	-	$373,900	0.1%
Postage, Uniforms, Security, Repairs	$2,393	-	$2,393	0.1%
Professional Fees	$2,565	$900	$3,465	1.8%
Rent Expense	$0	$45,306	$45,306	0.1%
Telephone Expense	$0	$2,146	$2,146	0.1%
Travel Expense	$3,614	$0	$3,614	0.1%
Utilities	$0	$3,412	$3,412	52.7%
Total Expense	$1,223,096	$90,173	$1,313,269	15.0%
Franchisee-Related Adjustments				
Franchisee Royalty (6%)	-	$149,540	$149,540	6%
Franchisee Brand Development Account Fee (2%)	-	$49,847	$49,847	2%
Local Advertising	-	$24,000	$24,000	0.9%
Adjusted Earnings	-	$683,374	**$955,680**	38.3%
Adjusted MSO Margin (% of MSO Revenue)	-	**69%**	-	

Notes to Tables 1 – 4

1. "Gross Revenue" means the total of all revenues and income of each Clinic and Reporting Affiliate Location after the MSO Payment including the revenue generated from the sale of all products and services (including branded products) derived from, or originating from the Clinic of each Affiliate Location, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees and dues and all other charges, 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 that the Affiliate Location collects that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. The Gross Revenue of the MSO of each Affiliate Location is equal to the amount of the MSO Payment ("MSO Gross Revenue"). The balance of the Gross Revenue retained by the Clinic after the MSO Payment is the "Clinic Gross Revenue."

2. "MSO Payment" refers to the payment made by the Clinic to the MSO under the management agreement between the Clinic and the MSO. The MSO Payment is the portion of Combined Revenue due to the MSO (i.e., the Reporting Affiliate Location) under the Clinic's management agreement and is an expense incurred by the Clinic. The MSO Payment is consideration for certain management services provided by the Reporting Affiliate Location. The Clinic's management agreement with each Reporting Affiliate Location dictates which products and services are paid for or otherwise provided by the Clinic. The Reporting Affiliate Locations retain 30% to 40% of the Combined Revenue generated by the Clinic under the management agreement.

3. "Combined Revenue" includes the Gross Revenue of the Clinic before the MSO Payment is made by the Clinic to the Reporting Affiliate Location and is the sum of the MSO Gross Revenue and the Clinic Gross Revenue. Combined Revenue is not the Gross Revenue of the Reporting Affiliate Location but rather is the aggregate Gross Revenue of the MSO and Clinic. If you operate under our MSO Model, you will retain only the MSO Gross Revenue less the expenses you incur in operating your Gameday Men's Health Business. Unless prohibited by applicable law, the Royalty and Brand Development Fee are based on the Combined Gross Revenue.

4. The data for the Clinic represents reflects the unaudited financial information for Gross Revenue received by the operations of each physician-owned Clinic, less any discounts, and allowances, and all operating expenses incurred by each physician-owned Clinic. The data for the MSO reflects the unaudited financial information received through the management agreement, less any discounts, and allowances, and all operating expenses incurred by our affiliate through each MSO.

5. "Operating Expenses" includes the categories of payroll expenses and other operating expenses disclosed in the table. We exclude the owner's draw retained by the owners of the MSO for the Carlsbad MSO Affiliate Location. We provide an overview of both the Operating Expenses of the Clinic and the Operating Expenses of each Reporting Affiliate Locations. These Reporting Affiliate Locations operate pursuant to a management agreement with the Clinic and do not receive earnings from any revenue except for the MSO Gross Revenue described in each table. The Clinics managed by the Reporting Affiliate Locations conduct marketing for the Clinic but the Reporting Affiliate Locations and Reporting Franchised Locations pay the Digital Marketing Fee. We have imputed the required Local Marketing expenditures to the Reporting Affiliate Location when calculating Franchise-Related Adjustments and Adjusted Earnings. For the Carlsbad MSO Affiliate Location, we have imputed the difference between the amount expended on Local Advertising and the current required spend of $2,000 per month. Each Franchised Location operating under the MSO Model may negotiate the terms of the management agreement with respect to what expenses are covered

by the Clinic and which are covered by the MSO.

6. "Franchise-Related Adjustments" – Imputed Fees and Contributions. For the Reporting Affiliate Locations, we have imputed certain fees assessed by us and made adjustments based on the fees paid and expenditures required under our current Franchise Agreement. The Clinic's marketing expenditure exceeds the current required $2,000 per month marketing spend; however, we have imputed the Digital Marketing Fee and the Local Advertising expenditures (or difference, as applicable) for each Reporting Affiliate Location before calculating Adjusted Earnings and the MSO Margin. We have imputed the Brand Development Fee and Royalty Fee in the Franchise-Related Adjustments. In each calendar year, each Reporting Affiliate Location spent amounts in excess of the required Digital Marketing Fee on Digital Marketing. The illustrative adjustments of adding the Royalty and the Brand Development Fee are based on the fees that would have been charged if the Affiliate Location were operating under the terms of our franchise agreement. In making the Franchise-Related Adjustments, we assumed that any additional expenses would not have a direct or indirect material effect on revenue or other expenses.

7. "Adjusted Earnings" equals Gross Revenue less the Operating Expenses (including Franchise-Related Adjustments for the Reporting Affiliate Locations). The Combined Adjusted Earnings are presented for illustrative purposes and to show the financial performance of the Gameday Men's Health Business as a whole. Franchisees operating under an MSO Model will only receive adjusted earnings based on the MSO Payments. Adjusted Earnings do not include the deduction of non-operating expenses such as income tax and amortization that must be further deducted from the Gross Revenue figures to obtain your net income or profit.

8. "Percent of Combined Revenue" is calculated as each combined data point divided by Combined Revenue.

9. "Adjusted MSO Margin" is calculated as the MSO Adjusted Earnings divided by MSO Gross Revenue."

Table 5

We include full MSO Gross Revenue and Combined Revenue, and Adjusted Earnings for the Reporting Franchised Location in Roseville, California ("Roseville MSO Franchised Location"). We do not include Operating Expenses or Adjusted Earnings for the Reporting Franchised Location in Poway, California ("Poway MSO Franchised Location") because the operator of the Poway Franchised Location acquired an Affiliate Location in San Diego during calendar year 2023, and this new Franchised Location and the Poway MSO Franchised Location share staff and certain costs and expenses, including payroll expenses and pharmacy expenses. In addition to the MSO financial information, we provide the Clinic financial information to illustrate the breakdown of expenses between the Clinic and the MSO and the total performance of each Gameday Men's Health Business and the combined Clinic and MSO information as some fees are based on this total number.

Table 5
Combined Revenue, Expenses, and Adjusted Earnings for the Roseville MSO Franchised Location During the 2023 Reporting Period

Category	Clinic	MSO	Total	% of Combined Revenue
Combined Revenue (Prior to MSO Payment)	$983,384	-	$983,384	100%
MSO Payment (Paid to MSO)	$393,353	-	$393,353	40%
Gross Revenue (After MSO Payment)	$590,031	$393,353	$983,384	60% (Clinic) and 40% (MSO)
Operating Expenses				
Payroll Expenses				
Payroll Taxes & Processing	$22,566	-	$22,566	4.2%
Wages	$210,398	-	$210,398	39.2%
Total Payroll Expenses	**$232,964**	-	**$232,964**	**43.4%**
Other Operating Expenses				
Accounting & Taxes/Prep	$0	$3,000	$3,000	0.6%
Advertising/ Promotion & Digital Marketing	$27,459	$30,000	$57,459	10.7%
Bank Service, Interest & Legal	$705	-	$705	0.1%
Business Licenses and Permits	$888	-	$888	0.2%
Computer and Internet Expenses		$5,824	$5,824	1.1%
Continuing Education	$749	-	$749	0.1%
Dues and Subscriptions	-	$1,419	$1,419	0.3%
HR Expense	$126	-	$126	0.0%
Independent Contractors	-	-	$0	0.0%
Insurance (Liability & Workers Comp)	$11,291	-	$11,291	2.1%
Laboratory Fees	$30,921	-	$30,921	5.8%
Meals and Entertainment	$147	$4,204	$4,351	0.8%
Medical Supplies	$31,543	-	$31,543	5.9%
Merchant Fees	$37,064	-	$37,064	6.9%
Miscellaneous Expense	-	-	$0	0.0%
Office Supplies	$1,715	$18,495	$20,210	3.8%
Pharmacy & Medication	$246,635	-	$246,635	45.9%
Postage, Uniforms, Security, Repairs	$6,349	-	$6,349	1.2%
Professional Fees	-	$5,524	$5,524	1.0%
Rent Expense	$0	$25,596	$25,596	4.8%
Telephone Expense	$0	$961	$961	0.2%
Travel Expense		$41,855	$41,855	7.8%
Utilities	$0	$4,520	$4,520	0.8%
Franchisee Royalty (6%)	-	$59,033	$59,033	6%
Franchisee Brand Development Account Fee (2%)	-	$19,678	$19,678	2%
Total Expense	$395,592	$220,109	$615,661	62.6%
Adjusted Earnings	$194,439	$173,244	$367,723	37.4%
Adjusted MSO Margin (% of MSO Revenue)		**44%**		

Notes to Tables 5

1. "Gross Revenue" means the total of all revenues and income of each Clinic and Reporting Franchise Location after the MSO Payment including the revenue generated from the sale of all products and services (including branded products) derived from, or originating from the Clinic of each Franchised Location, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees and dues and all other charges, 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 that the Franchised Location collects that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. The Gross Revenue of the MSO of each Franchised Location is equal to the amount of the MSO Payment ("MSO Gross Revenue"). The balance of the Gross Revenue retained by the Clinic after the MSO Payment is the "Clinic Gross Revenue."

2. "MSO Payment" refers to the payment made by the Clinic to the MSO under the management agreement between the Clinic and the MSO. The MSO Payment is the portion of Combined Revenue due to the MSO (i.e., the Reporting Franchised Location) under the Clinic's management agreement and is an expense incurred by the Clinic. The MSO Payment is consideration for certain management services provided by the Reporting Franchised Location. The Clinic's management agreement with each Reporting Franchised Location dictates which products and services are paid for or otherwise provided by the Clinic.

3. "Combined Revenue" includes the Gross Revenue of the Clinic before the MSO Payment is made by the Clinic to the Reporting Franchised Location and is the sum of the MSO Gross Revenue and the Clinic Gross Revenue. Combined Revenue is not the Gross Revenue of the Reporting Franchised Location but rather is the aggregate Gross Revenue of the MSO and Clinic. If you operate under our MSO Model, you will retain only the MSO Gross Revenue less the expenses you incur in operating your Gameday Men's Health Business. Unless prohibited by applicable law, the Royalty and Brand Development Fee are based on the Combined Gross Revenue.

4. The data for the Clinic represents reflects the unaudited financial information for Gross Revenue received by the operations of each physician-owned Clinic, less any discounts, and allowances, and all operating expenses incurred by each physician-owned Clinic. The data for the MSO reflects the unaudited financial information received through the management agreement, less any discounts, and allowances, and all operating expenses incurred by our affiliate through each MSO.

5. "Operating Expenses" includes the categories of payroll expenses and other operating expenses disclosed in the table. We include the actual royalty, technology fees, digital marketing fees, and brand development account contribution of the Roseville MSO Franchised Location. We provide an overview of both the Operating Expenses of the Clinic and the Operating Expenses of the Roseville MSO Franchised Location. This Reporting Franchised Location operates pursuant to a management agreement with the Clinic and does not receive earnings from any revenue except for the MSO Gross Revenue described in the table.

6. "Adjusted Earnings" equals Gross Revenue less the Operating Expenses. The Combined Adjusted Earnings are presented for illustrative purposes and to show the financial performance of the Gameday Men's Health Business as a whole. Franchisees operating under an MSO model will only receive adjusted earnings based on the MSO Payments. Adjusted Earnings do not include the deduction of non-operating expenses such as income tax and amortization that must be further deducted from the Gross Revenue figures to obtain your net income or profit.

7. "Percent of Combined Revenue" is calculated as each combined data point divided by Combined Revenue.

8. "Adjusted MSO Margin" is calculated as the MSO Adjusted Earnings divided by MSO Gross Revenue."

Table 6

In Table 6, we include a summary of the average and median Combined Revenue and MSO Gross Revenue of both Reporting Franchised Locations.

Table 6

Average MSO Gross Revenue and Combined Revenue for the Poway MSO Franchised Location and Roseville MSO Franchised Location
2023

	Average	Median	High	Low	Number and % Equal to or Exceeding Average
MSO Gross Revenue	$304,283	$304,283	$393,353	$215,212	**1 (50%)**
Combined Revenue	$760,824	$760,824	$983,384	$538,264	**1 (50%)**

Tables 7, 8 and 9

In Tables 7, 8 and 9, we provide an overview of the Combined Revenue reported by the Reporting Affiliate Locations and their Clinics during each calendar year when the respective Reporting Affiliate Location was open and operational for all twelve months of the year. We also provide an overview of the increase in Combined Revenue in each calendar year when compared to the Gross Revenue reported by the Affiliate Location in the previous calendar year. The Reporting Affiliate Locations retain 30% to 40% of the Combined Revenue generated by the Clinic. If your MSO Payment is not based on a percentage of the Combined Revenue and you operate under the MSO Model, Combined Revenue will not affect your MSO Gross Revenue.

Table 7
YOY Combined Revenue Growth for the Carlsbad Affiliate Location
Calendar Years 2019 to 2023

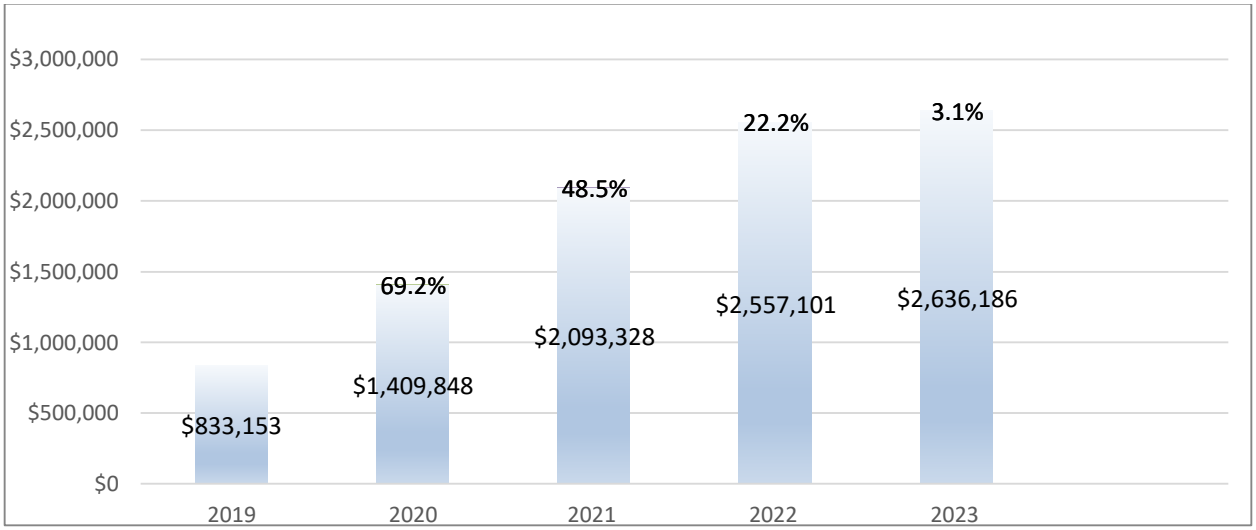


Table 9
YOY Combined Revenue Growth for the Temecula Affiliate Location
Calendar Years 2021 to 2023

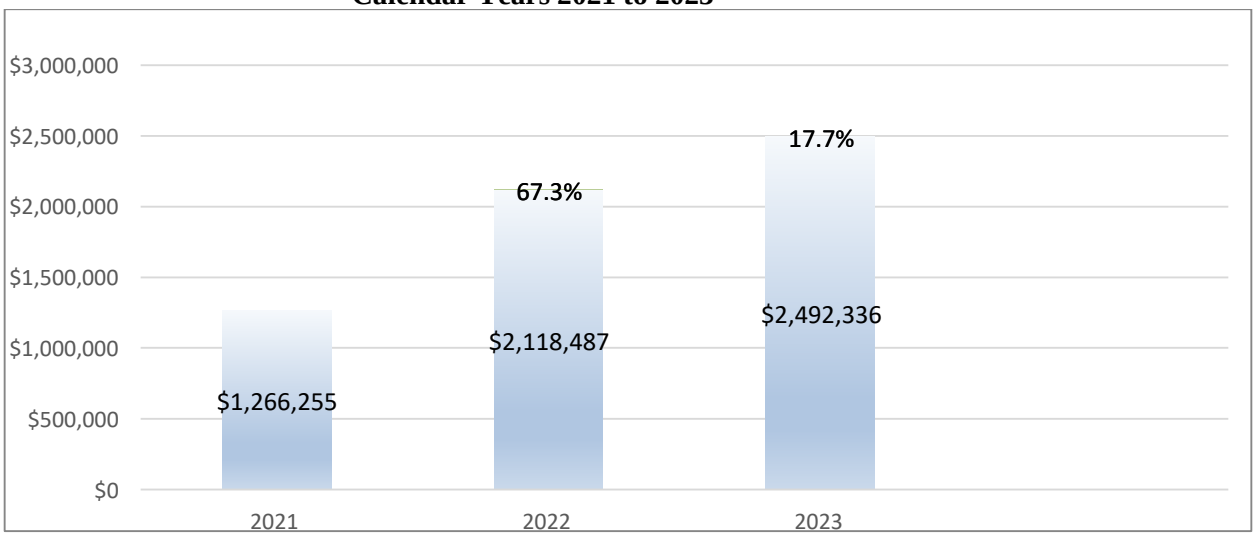
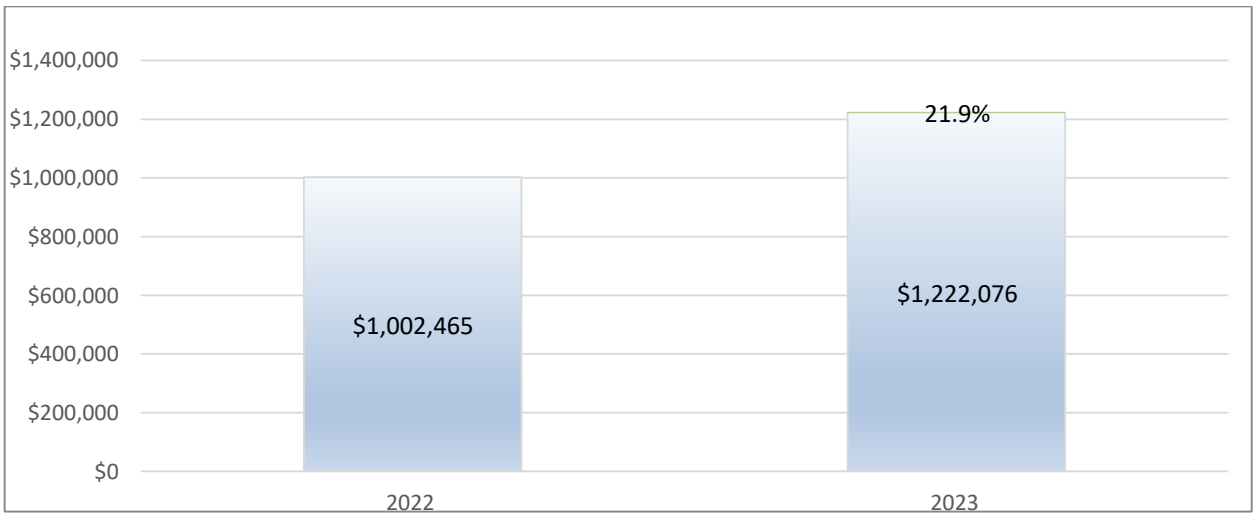


Table 10
YOY Combined Revenue Growth for the Laguna Hills Affiliate Location
Calendar Years 2022 to 2023



Notes to Tables 7 - 9

1. "YOY Revenue Growth" refers to the year-over-year calculation of the percentage change for the Gross Revenue of the respective Reporting Affiliate Locations when comparing two calendar years. For calendar years 2019 to 2022, Combined Revenue does not include revenue from the sale of hair restoration services offered by the Clinics ("Excluded Gross Revenue") as these services are no longer offered by Affiliate Locations and are not available to Franchised Locations.

2. Tables 7 - 9 contain an overview of the combined MSO Gross Revenue and Clinic Gross Revenue (which in the aggregate, represent the Combined Revenue) and the YOY Revenue Growth achieved in each calendar year where the Affiliate Location operated for all 12 months of the calendar year.

Table 10

We include certain additional financial information from our Reporting Affiliate Locations. In Table 10, we provide an overview of the total leads for prospective customers seeking TRT Services, (as defined below), the number of new Patients with memberships, and the conversion rate of leads to new Patients. We provide this information for each Reporting Affiliate Location. The information below is based on data reported during each month of calendar year 2023.

Table 10
Percent of Combined Revenue[(2)] by Service Type
for the Reporting Affiliate Locations in 2023

Service Type	Carlsbad	Temecula	Laguna Hills
TRT Injections	64%	66%	68%
Gainswave ED	7%	10%	8%
P-Shot ED	8%	5%	6%
TRT Pellet Therapy	2%	1%	1%
HGH Peptides	5%	4%	5%
Vitamin Wellness Therapy	2%	1%	1%
Weight Management	12%	13%	11%

Notes to Table 10

1. "Ticket" refers to the amount paid by a Patient for any of the following: (i) a single session; (ii) a multi-session package; or (iii) monthly membership invoice provided to a Patient of a Reporting Affiliate Location. For a multi-session package, the Ticket includes the price charged to the Patient for all of sessions included in the package.

2. "Percent of Combined Revenue" refers to the percentage of the Combined Revenue that was generated by each Service at the respective Affiliate Location's Clinic. This is not equal to the total percent of the MSO Payment that you will retain if you operate as an MSO. As the Reporting Affiliate Location's receives a Management Fee Payment that is based on 30% of Clinic Gross Revenue, the Percent of Combined Revenue is also an equal percentage of the MSO Gross Revenue.

3. Each "Service Type" refers to a treatment, therapy or procedure provided by the Reporting Affiliate Locations' Clinics as defined below.

   "Gainswave for ED" refers to a non-invasive procedure that uses high frequency, low intensity sound waves to improve blood flow to the penis, remove micro-plaque, and stimulate the growth of blood vessels to treat erectile dysfunction (ED). Gainswave for ED is sold in packages and the purchase of each package is a Ticket.

   "P-Shot for ED" refers to a regenerative therapy that uses growth factors in the blood to stimulate the penile sensitivity and erectile quality. P-Shot for ED is sold under a monthly membership model as is available for single session purchase. Under the monthly membership model, each monthly invoice is a Ticket. For single session purchases, each purchase is a Ticket.

   "TRT" refers to testosterone replacement therapy, an FDA-approved hormone replacement therapy proven to treat low testosterone levels (hypogonadism) and improve energy levels,

mood, sex drive, sleep, and concentration. Gameday Clinics, including those operated by the Affiliate Locations, offer both an injectable version ("TRT Injections") and pellet version "TRT Pellet Therapy" of testosterone replacement. Under the monthly membership model, each monthly invoice is a Ticket.

"HGH Peptide Therapy" refers to an injectable therapy used to optimize low Human Growth Hormone (HGH) levels and restore bone density, skin elasticity, and muscle mass growth. Under the monthly membership model, each monthly invoice is a Ticket.

"Vitamins Wellness Therapy" refers to vitamin injections including B12, C, D, and Lipotropic. Under the monthly membership model, each monthly invoice is a Ticket. For single session purchases, each purchase is a Ticket.

"Weight Management" refers to a weight management membership program consisting of FDA-approved medications for weight loss, nutrition counseling, and exercise plans. Under the monthly membership model, each monthly invoice is a Ticket.

4. Each Services Type offered is provided to qualified Patients who are eligible for the respective services after an initial assessment. Each therapy, procedure and treatment associated with these Service Types and corresponding assessment is provided by licensed medical staff.

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

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

Other than the preceding financial performance representation, Ream Franchise Group, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Evan Miller, President, 5140 Avenida Encinas, Carlsbad, California, 92008 or (858) 292-9202, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
for the Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2021	0	0	0
	2022	0	1	+1
	2023	1	15	+14

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned*	2021	2	3	+1
	2022	3	3	0
	2023	3	4	+1
Total Outlets	2021	2	3	+1
	2022	3	4	+2
	2023	4	19	+15

***** This includes the four Clinics managed by our GHP Affiliate in 2021 and 2022 and January 1 – June 2023 and by our Gameday Parent since June 1, 2023

Table No. 2
Transfer of Outlets From Franchisees to New Owners (Other than the Franchisor)
for the Years 2021 to 2023

State	Year	Number of Transfers
Totals	2021	0
	2022	0
	2023	0

Table No. 3
Status of Franchised Outlets
for the Years 2021 to 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Arizona	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
California	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	7	0	0	0	0	8
Florida	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Iowa	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Texas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Total	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	14	0	0	0	0	15

Table No. 4
Status of Company-Owned Outlets
for the Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2021	2	1	0	0	0	3
	2022	3	0	0	0	1	3
	2023	3	1	0	0	0	4
Total Outlets	2021	2	1	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4

***** This includes the four Clinics managed by our GHP Affiliate in 2021 and 2022 and January 1 – June 2023 and by our Gameday Parent since June 1, 2023

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	2	4	0
Arizona	7	11	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	1	2	0
California	29	36	0
Colorado	6	10	0
Connecticut	3	4	0
Delaware	0	1	0
Florida	13	31	0
Georgia	8	9	0
Idaho	1	3	0
Indiana	5	8	0
Iowa	1	2	0
Kansas	4	6	0
Kentucky	1	1	0
Louisiana	1	0	0
Maryland	0	3	0
Massachusetts	3	5	0
Michigan	3	6	0
Mississippi	1	1	0
Missouri	2	5	0
Montana	1	1	0
Nebraska	1	2	0
Nevada	2	4	0
New Jersey	4	7	0
New Mexico	1	1	0
North Carolina	8	14	0
Ohio	7	11	0
Pennsylvania	9	13	0
South Carolina	6	8	0
Tennessee	3	5	0
Texas	18	28	0
Utah	7	9	0
Virginia	5	8	0
Wisconsin	3	5	0
Total	166	264	0

Exhibit D lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023. Exhibit D also lists the name, city, and state, and the current business

telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within ten weeks of the issuance date of this disclosure document. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

Franchisees have not signed confidentiality agreements with us during the past three years. In some instances, current or former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21

FINANCIAL STATEMENTS

Our unaudited financial statements as of February 29, 2024, as well as our audited financial statements as of December 31, 2023, and December 31, 2022, and December 31, 2021 are attached to this disclosure document as Exhibit E. We have been in business for less than three years and cannot supply the audited financials otherwise required. Our fiscal year end is December 31st.

ITEM 22

CONTRACTS

The following franchise-related contracts are attached as exhibits to this disclosure document:

Franchise Agreement – Exhibit B-1
Area Development Agreement – Exhibit B-2

Exhibit 1	**Statement of Ownership**
Exhibit 2	**IFF, Designated Area, Franchised Location, Exclusive Territory**
Exhibit 3	**Guaranty**
Exhibit 4	**Collateral Assignment of Lease Agreement**
Exhibit 5	**Collateral Assignment of Contact and Electronic Information**
Exhibit 6	**General Release**
Exhibit 7	**Sample MSA**
Exhibit 8	**Closing Acknowledgements**

ITEM 23

RECEIPT

The Receipt is found at the end of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:
Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for 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, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

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

MARYLAND CONTINUED

Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent for Service of Process:
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

Administrator:
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Agent for Service of Process:
Securities Commissioner
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:
Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

State Administrator:
Washington Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 090723

EXHIBIT B

EXHIBIT B-1
FRANCHISE AGREEMENT

Ream Franchise Group, LLC

FRANCHISE AGREEMENT

Ream Franchise Group, LLC
a California limited liability company
5140 Avenida Encinas
Carlsbad, California, 92008
(858) 292-9202
info@gamedaymenshealth.com
www.gamedaymenshealth.com

THIS CONTRACT IS SUBJECT TO ARBITRATION

TABLE OF CONTENTS

EXHIBITS

REAM FRANCHISE GROUP, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (**Franchise Agreement**) is made as of the "**Effective Date**" (defined below) between **Ream Franchise Group, LLC** (known as "**Franchisor**," "**we**," "**us**," or similar pronouns) and _____ and _____ individually or collectively referred to as "**Franchisee**," "**you**," "**your**," or similar pronouns. You and we may sometimes be referred to in the singular as a "**Party**" or jointly as the "**Parties**."

RECITALS

You desire to enter into this Franchise Agreement to open and operate a "**Clinic**" using the "**Marks**" and the "**System**." You agree that you have investigated and familiarized yourself with the essential aspects and purposes of this opportunity and have been advised by counsel, or have had the reasonable opportunity to be advised by counsel chosen by you, of the terms and conditions of this Franchise Agreement, and agree that your consistent and uniform operation of your Model using the System is essential;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions herein contained and the acts to be performed by the respective Parties hereto, the Parties agree as follows:

COVENANTS

ARTICLE 1
DEFINITIONS, GRANT OF FRANCHISE LICENSE

UNLESS OTHERWISE STATED, THE TERMS, COVENANTS, AND CONDITIONS OF THIS FRANCHISE AGREEMENT APPLY TO BOTH MODELS.

1.1 Definitions

Unless otherwise defined in the body of the Franchise Agreement, the following capitalized terms have the meaning set forth:

"ACH" means "Automated Clearing House" and refers to the mechanism used to collect fees due to us electronically. You will complete an ACH form that your bank or we deliver to you.

"Additional Personnel and Transferee Training Fee" means the then-current fee we may charge for training additional personnel, a Designated Manager, Principal Operator, non-medical staff, or Transferee (currently, $2,500 per additional person). We reserve the right to change the amount of this fee at any time and in any amount after giving you no less than 60 days' prior written notice.

"Affiliate" or "Affiliates" means entities controlled by, controlled, or under common control with another entity. Our Affiliates are Gameday Health Management, LLC, ZCB Works, LLC (**IP Affiliate**), and Gameday Health Partners, LLC. We reserve the right in the future to have Affiliates and to require you to work with one or more Affiliates.

"Annual Conference" means the conference sponsored by us.

"Annual Conference Attendance Fee" is the fee we are then charging for your attendance at the Annual Conference. You will be informed of the Annual Conference Attendance Fee (if any) before you attend the Annual Conference.

"Applicable Law" subject to our jurisdictional, venue, and choice of law rights in Article 16, Applicable Law refers to the municipal, county, state, and federal rule, regulations, ordinances, statutes, rulings, orders, or the like that apply to the operation of your Clinic.

"Area Development Agreement" means the Area Development Agreement attached to our FDD as Exhibit B-2, granting the right to open multiple Clinics subject to the terms therein.

"Assignment" has the meaning given to it in Article 9.

"Bookkeeping Service" means our then-current supplier of bookkeeping services you must use, as more fully disclosed in Article 3.

"Brand Development" is the advertising we prepare for local, regional, or national use, as described in Article 3.

"Brand Development Account" is the account into which the Brand Development Fee is deposited.

"Brand Development Fee" is the then-current fee we charge for our Brand Development campaign, as more fully outlined in Article 3.

"Branded Products" are those products or goods that display any of our Marks.

"Business" means the DCO or MSO business you operate under this Franchise Agreement.

"Change of Control" means that (i) the natural person franchisee takes on a partner regardless of whether such partner is in control; (ii) a natural person franchisee converts to a business entity franchisee and then delivers more than 49% of the equity interest of such business entity to another Person; (iii) a business entity franchisee takes on any number of equity partners and delivers more than 49% of the equity interest to such Persons; or, (iv) the franchisee (whether a natural person or business entity) in any manner delivers control of the day-to-day operations of your Model to a Person who we have not first approved.

"Claims" has the meaning given to that term in Article 14.

"Clinic" means the business you open at the Franchised Location that uses our System and Proprietary Information.

"Clinic FF&E" means all furniture, fixtures, and equipment other than the Medical Equipment needed to operate and manage the Clinic.

"Competitive Business" means a business that offers the MSO Services or Healthcare Services being offered through a Clinic on the Transfer, expiration, or earlier termination of this Franchise Agreement, the sale of which services is at least 5% of the gross revenue of the Competitive Business.

"Computer System" means the then-current computer hardware and software that we require you to have to operate your Model.

"Compliance" means that you (i) are current in all respects under this Franchise Agreement (and all other Franchise Agreements between us) at the time Compliance is called for and will be in Compliance at the time the action for which Compliance is required is to be completed, and (ii) have received written notice of a breach from us (each of which was timely cured) no more than two times during the Initial Term, and no more than two times during any Successor Term.

"Default Interest" currently equals 18% per annum compounded monthly for any payment not timely made. We may change the Default Interest rate at any time after giving you no less than 60 days' prior written notice. Default Interest will never be greater than the highest amount permitted in your state, and if this Default Interest rate violates Applicable Law, it will be automatically reduced to the highest interest rate permitted.

"Search Area" means a defined geographic area within which your Franchised Location will be located. The Search Area may be defined by geographic boundaries such as streets, rivers, mountains, or similar physical limitations, by political boundaries including city, county, and state lines, ZIP codes, or other measurements we designate to identify its perimeter. We may change the method of designing a Search Area at any time. The Search Area does not contain or convey any territorial protections for the Franchisee.

"Designated Manager" means the person besides your Principal Operator and you that has received our training and is authorized by you to operate your Model from day to day. The Designated Manager need not be an owner of any interest in your Model.

"Digital Marketing" includes custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. Digital Marketing is in addition to any marketing we may allow to place on Online Sites.

"Digital Marketing Fee" means the then-current fee we require you to pay us or our designee for Digital Marketing and related overhead expenses we or our designee incur, as discussed in Article 3.

"DCO Model" refers to the "direct Clinic ownership model" whereby your Clinic will be owned by a Person other than a Medical Professional as permitted in some states.

"DM Vendor" means an approved vendor authorized to place Digital Marketing on your behalf.

"Due Date" means the date payments to us are due, as described in Article 3.

"Effective Date" is the date we fully execute this Franchise Agreement. There is no agreement, and this is not a contract between us until that date, regardless of the order in which signatures were obtained.

"Event of Default" means any default identified in Sections 10.1, 10.2, or 10.3.

"Exclusive Territory" for both Models means an area which will encompass the lesser of approximately 100,000 people (based on the population-mapping software we use) or approximately three miles and will ultimately be defined by physical or geographic limitations, ZIP Codes, political subdivisions, or other boundaries but will have no specific geometric shape. You agree that depending on the population and other factors your Exclusive Territory may have more or fewer than 100,000 people and may be larger or smaller than the territories provided to other Gameday franchisees.

"Fair Market Value" means the value that a reasonable person under no duress or obligation would pay for the furniture, fixture, equipment, or item being sold by a seller under no duress or obligation. If you or we do not agree to the Fair Market Value, it will be established by an independent appraisal. The appraisal will be done at our expense by an independent and disinterested appraiser selected by us. No goodwill will be considered in any such valuation.

"First Right To Purchase" has the meaning given to it in Article 12.

"Force Majeure" means that except for monetary obligations that are due regardless of the existence of an event of Force Majeure, or as otherwise specifically provided in this Franchise Agreement, if either of us is delayed or prevented from the performance of any term, covenant or condition of this Franchise Agreement because of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, epidemic, pandemic, or similar county, statewide, national or international health emergency, insurrection, war, or other causes beyond the Party's reasonable control, then performance will be excused for the shorter period of 45 days from the date of the inability to perform or for the period of the delay.

"Franchise Agreement" means this agreement.

"Franchise Disclosure Document" or "FDD" means the disclosure document that was delivered to you at least 14 calendar days before you signed this Franchise Agreement or paid any money to the Franchisor.

"Franchisee" and "Franchisee Parties" means your Principal Operator, any Designated Manager, you, any Guarantor, any officers, directors, managers, members, the holder of any equitable interest in your franchisee business entity, your family members that actively participate in the operation of either Model and all others who may take an active management role in the operation of either Model. Reference to a Franchisee Party includes the Franchisee, and reference to the Franchisee includes all Franchisee Parties.

"Franchised Location" under both Models means the address of the Clinic.

"Franchisor" means the entity identified here as the Franchisor and also includes the Franchisor's Affiliates, and the shareholders, directors, officers, managers, members, employees, and agents of the Franchisor and its Affiliates, and the successors and assignees of the Franchisor and the Franchisor's Affiliates and all others whose conduct is charged to Franchisor.

"Governmental Authority" means any local, county, state, or federal entity that has jurisdiction over the operation of your Model.

"Gross Revenue" means the total of all revenues and income of the Clinic (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 Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, 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 Clinic furnishes products or services in exchange for products or services provided to Clinic 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 Clinic.

Under the DCO Model, you will collect all Gross Revenue directly and pay the Royalty based on the same.

Under the MSO Model, the Medical Professional will collect all Gross Revenue, and you will pay the greater of 6% of the Gross Revenue generated at, by, or through the Clinic or the Minimum Royalty. For instance, if the Clinic earns $25,000 in Gross Revenue in a week, and if you are charging the Clinic $2,500 per week for the delivery of the MSO Services, you are responsible for paying us the greater of $1,500 (6% of the $25,000 Gross Revenue not 6% of the $2,500 you charge) or the Minimum Royalty.

"Healthcare Services" mean the medical services you offer your Patients, including hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals and similar non-critical healthcare services, goods, and medications.

"Indemnified Parties" has the meaning in Article 14 of this Franchise Agreement.

"Initial Franchise Fee" or "IFF" refers to the initial fee that you will pay us at the time you are awarded a franchise (Article 3).

"Initial Term" has the meaning given to it in Article 4 of this Franchise Agreement.

"Initial Training" means the initial training given to you before you open for business, as more fully outlined in Article 7.

"Interim Period" has the meaning given it in Article 4.

"Internet" refers to a global system of interconnected computer networks that use a common computer protocol to communicate between them. Included in this definition for this Franchise Agreement is the "worldwide web," social media, and similar methods by which Persons communicate between electronic devices and all future platforms as they may be invented or discovered.

"Involuntary Transfer" means any Transfer not approved by us and includes the loss of, transfer of, or assignment of, any interest in this Franchise Agreement; any of your interest in the Model you operate; a substantial portion of the assets of the Model; or any interest in the business entity that is the Franchisee (except as permitted by this Franchise Agreement). An **Involuntary Transfer** also includes any transfer or assignment of any interest in you, this Franchise Agreement, or your franchise business entity as a result of any insolvency or bankruptcy proceeding; the foreclosure of any manner of lien or encumbrance against you, your Model, the Clinic or the franchisee business entity; the taking of any interest in you, this Franchise Agreement or the franchisee business entity as a result of a divorce or separation, or in the case of a business entity any action by the equity owners or creditors the result of which is the loss of any equitable interest or any other interest. An Involuntary Transfer also occurs through any other means or method over which you have no control or against which you cannot substitute a bond or other monetary instrument to avoid such Involuntary Transfer.

"Late Fee" is our then-current late fee for failure to make timely payments required by this Franchise Agreement. We may increase the Late Fee upon 60 days' prior written notice to you, but in no event will you be required to pay a Late Fee in an amount greater than the maximum permitted by Applicable Law.

"Management Services Agreement" or "MSA" means that agreement executed by your licensed Medical Professional and you that permits you to manage the non-medical business aspects of the Clinic.

"MSO" means the management services organization you will create in the states requiring a Medical Professional to own and operate a Clinic.

"Marks" means all current and future trademarks, trade names, logos, service marks, and similar commercial symbols that we require you to use in identifying your Clinic and as more fully stated in Article 6 of this Franchise Agreement. All current and future trademarks, service marks, trade names, trade dress, designs, logos, and other designations, all variations or modifications to any of the preceding, and all registrations, applications, and renewals are included in this definition.

"Medical Equipment" means all medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment necessary to operate the Clinic.

"Medical Practice Software" means the software system we require each Medical Professional use. This software contains modules allowing the input of Patient Notes, the ability to issue prescriptions electronically, and similar applications that allow the Medical Professional to operate in the Clinic environment.

"**Medical Professional"** means the Person with the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals.

"Model" or "Models" refers to either or both Models as the sentence or paragraph context dictates. If there is doubt, it will refer to both Models.

"MSO Model" refers to the MSO that you create and that delivers the MSO Services to the Medical Professionals.

"MSO Services" means the services you provide to the Medical Professional under the MSO Model, including non-medical supplies inventory, lease management, and similar services.

"Online Site" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the internet, webpages, microsites, social networking sites (e.g., Facebook®, Twitter®, LinkedIn®, YouTube®, Snapchat®, Pinterest®, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Android apps), and other applications that refer to our Marks, us, or the System.

"Opening Deadline" means the date by which you must be open for business, which is: i) no later than nine months after the Effective Date of this Franchise Agreement; or ii) if this Franchise Agreement is being signed under an Area Development Agreement, the opening date set forth in the Development Schedule in the Area Development Agreement for this particular Clinic.

"Opening Help" means the services we may provide to inspect your proposed Franchise Location or be with you at the Franchised Location just before and after you open.

"Opening Help Fee" means our then-current fee required if we provide Opening Help. We may increase this fee at any time and in any amount after first giving you no less than 60 days' prior written notice.

"Operations Manuals" means the operations manuals that are delivered to you before you open for business and which Operations Manuals disclose the operating methods used in your Model.

"Optional Training or Assistance Fee" means the then-current fee we charge if you request additional operating assistance from us and agree to provide it. We may increase this fee at any time by any amount after giving you no less than 60 days' prior written notice.

"Party" or the "Parties means you, us, and any Franchisee Parties;

"Patient" means each person that visits the Clinic to receive Healthcare Services.

"Patient List" means the list of Patients that visit the Clinic, including all contact information and, if permitted by Applicable Law, all medical records, notes, prescriptions, and similar records, and whether in writing or stored on the Internet, the Medical Practice Software, or in any other location.

"Payment Card Industry Data Security Standards" or "PCI-DSS" means the security standards adopted by the credit card/debit card/e-payment providers to protect end-users' personal information.

"Permanent Disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or does prevent the Principal Operator or you from supervising the management and operation of the Franchised Business for a period of 120 consecutive or cumulative days from the onset of such disability, impairment or condition.

"Person" means a natural person, a business entity of any nature or kind, and the equity holders in any business entity.

"Principal Operator" means the person authorized and designated by the business-entity Franchisee to receive our training, to operate the Model, and to act as the contact between us.

"Proposed Transfer" means the Transfer for which you seek our permission to complete under Article 9.

"Proposed Transferee" has the meaning given in Article 9.

"**Proprietary Information"** has the meaning given to it in Article 6.

"Reasonable Business Judgment" has the meaning given to it in Section 1.3 below.

"Regional Advertising Program" has the meaning in Article 3.

"Relocation Fee" means the then-current fee that now is $5,000 that we charge to assess your site(s) for relocation. We may increase this fee at any time and by any amount after giving you no less than 60 days prior written notice.

"Renovation" or "Renovate" has the meaning given to it in Article 2.

"Right of First Refusal" has the meaning given to the term in Article 9.

"Royalty" has the meaning given in Article 3 of this Franchise Agreement.

"Successor Franchise Fee" is $10,000.

"Successor Franchise Rights" has the meaning given to it in Article 4 of this Franchise Agreement.

"Successor Term" has the meaning given to it in Article 4.

"System" includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO model and the management services under the MSO model; our proprietary information, including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

"Technology Maintenance Fee" means our then-current fee (currently $250 per month) to maintain your website presence and for other technology-based services.

"Technology Startup Fee" means our then-current fee (currently $750) you pay to cover our cost to set up a landing page for your Model on our website and set up your Model in our system.

"Term" means the Initial Term and one or more Successor Terms, or the Initial Term or one or more of the Successor Terms. If there is doubt, the reference to the Term will include either or both as necessary to provide the greatest protection to us as the Franchisor.

"Third Party Contract" means any other contract or agreement with a third party that is unrelated to us but which is material to the operation of your Model, including, but not limited to, any real property or equipment lease and any supplier or vendor agreement.

"Training" means the initial and subsequent training we may deliver under Article 7.

"Transfer" has the meaning given to it in Article 9 of this Franchise Agreement.

"**Transfer Fee"** will be $10,000 plus any broker's commission or commissions we pay if the Proposed Transferee was referred to us by a Broker.

1.2. Grant of Franchise

a. Exhibit 2 will indicate whether you are operating the DCO Model or the MSO Model.

b. In the DCO states, we grant you, and you accept from us, the non-exclusive right to use the Marks and System in connection with the establishment and operation of one Clinic at the Franchised Location. You will hire and manage the Medical Professionals necessary to operate your Model.

c. In the MSO states, we grant you, and you accept from us, the non-exclusive right to use the Marks and System in connection with the establishment and operation of one business that will manage

a Clinic and deliver the MSO Services to the Medical Professional, under an MSA. Exhibit 7 of this Franchise Agreement shows a draft copy of an MSA. This agreement is for consultation only and will not be used as your MSA. Instead, you will retain the services of an experienced legal professional of your choice to draft an MSA that complies with Applicable Law in your state. We will review it only to ensure that it contains the proper protections concerning the Marks, our System, and the Proprietary Information. Such protections include the requirements that,

i. the Medical Professional updates its Healthcare Services, products, and other services as we may determine;

ii. the Clinic may not offer any products or services not specifically approved by us in writing, and you will not allow the Clinic to be used for any purpose other than the Clinic's operation;

iii. the term of the MSA match the term of this Franchise Agreement;

iv. the Marks and Proprietary Information be protected;

v. the MSO allows for additions, deletions, suspension and,

vi. we may add to, delete from (and then require the reinsertion of), or modify the MSO Services and any of the protections we require under the MSA and of the Medical Professional, and you must comply with the same.

c. You agree to use the Marks, the Proprietary Information, and System (as they may be changed, improved, and further developed by us from time to time) only under the terms and conditions of this Franchise Agreement.

d. In any case, you will complete the Statement of Ownership found at Exhibit 1 when you sign this Franchise Agreement and agree to update it within 30 days of any change so that it is at all times current, complete, and accurate. Each Person who is or becomes a Principal Operator and each natural person who joins the business-entity Franchisee as an equity owner must sign our then-current form of guaranty, the current version found at Exhibit 3.

1.3. Scope of Franchise Operations

a. You will at all times comply with your obligations under this Franchise Agreement and will continuously use your best efforts to promote and operate the direct operations of the Clinic under the DCO Model or its management under the MSO Model.

b. Regardless of the Model, the Clinic will offer the Healthcare Services and other products and services we designate and is restricted from offering or selling any products and services not previously approved by us in writing. We may change, add to, delete (and then reintroduce) Healthcare Services from time to time, and subject to Applicable Law, you will be required to comply with such changes.

c. Regardless of the Model awarded, you must follow the System.

d. We may negotiate volume purchase agreements for purchasing goods and equipment needed to operate your Model. The same is disclosed in the Operations Manual.

e. We do not now but may, in the future, receive rebates from suppliers of equipment, furniture, services, and other goods purchased by you. If received, we will use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

1.4. Reasonable Business Judgment

a. We will use our "**Reasonable Business Judgmen**t" to exercise our rights, obligations, and discretion, except where otherwise indicated. Use of our Reasonable Business Judgment means that our determination on a given matter will prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or are acting in a way that could reasonably benefit any component of the System, the Marks, or any one or more of the franchisees. Such decisions may include results that may enhance or protect the Marks and the System; increase Patient or Medical Professional's satisfaction; increase the use of the services all franchisees offer; and matters that correspond with franchisee satisfaction. We are not required to consider any franchisee's particular economic or other circumstances when exercising our Reasonable Business Judgment. Decisions made using our Reasonable Business Judgment will not affect all franchisees equally, and some may benefit while others will not.

b. If Applicable Law implies a covenant of good faith and fair dealing in this Franchise Agreement, you and we agree that such covenant will not imply any rights or obligations inconsistent with a fair construction of the terms of this Franchise Agreement.

c. As part of our Reasonable Business Judgment, and to respond timely to market conditions and the needs and wishes of Patients, we reserve the right, in our sole and exclusive determination, to vary any standard of the System, the Marks, the Proprietary Information or the Operations Manuals. If we do so, we will deliver a written notification to you of any such changes.

1.5 Reservation of Rights

a. Our Affiliate and we reserve the rights, among others, to:

i. Own, franchise, or operate businesses similar to either Model (and which uses the Marks and the System) at any location outside your Exclusive Territory regardless of proximity to your Exclusive Territory.

ii. Use the Marks and the System to sell any products or services (which may be similar to those you will sell) through any alternate channels of distribution anywhere in the world. Alternate channels include online ordering, wholesale to unrelated retail outlets, or over the Internet. You cannot use alternate channels of distribution without our express permission, which may be granted or denied for any reason or no reason at all. We do not pay any compensation for soliciting or accepting orders inside your Exclusive Territory that were obtained through alternate channels of distribution, including orders accepted or solicited by other Gameday Men's Health franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Exclusive Territory.

iii. Use and license others to use, anywhere in the world or through alternate channels of distribution, other trademarks, trade names, service marks, or logos that are not the same as or similar to the Marks in the operation of a business that offers goods, services, and related products that may be similar to, or different from, those offered by your Model.

iv. Purchase, or be purchased by, acquire, convert, merge, or combine with any other business, including competitive businesses or otherwise operated independently, or as part of or in

association with any other system or chain, whether franchised or corporately owned anywhere in the world including your Exclusive Territory so long as the trademarks, trade names, services marks or logos are not the same or similar to the Marks.

v. Retain all other rights not specifically granted to you.

b. Although we can use alternative channels of distribution within your Exclusive Territory to make sales of goods, items, and services associated with the System and the Marks, or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of the FDD you received. We currently have no plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those the franchisee will offer. We reserve the right to do so at any time.

c. We reserve the right to change vendors for any good, service, or item you are required to purchase and use at any time, and such change may result in an Affiliate or we being named as the sole vendor. We will give you no less than 30 days' prior written notice before making such a change. Any change may result in additional expenses to you.

d. We reserve the right to develop regional purchasing or distribution cooperatives to obtain goods and services at more competitive prices, and you must join any such cooperatives we require.

1.6 Other Covenants Relating to the Grant of this Franchise Agreement

a. EXCEPT IN A CASE OF INDEMNIFICATION UNDER THIS FRANCHISE AGREEMENT, WE BOTH AGREE TO WAIVE THE RIGHT TO BE AWARDED EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN ANY ACTION BROUGHT IN REFERENCE TO THE RELATIONSHIP BETWEEN US EVEN THOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY THAT SUCH DAMAGES EXIST OR MAY BE PLED.

b. WE BOTH AGREE THAT EXCEPT AS STATED IN ARTICLE 16, EACH OF US IS LIMITED TO BRINGING ANY LEGAL CLAIM AGAINST THE OTHER WITHIN ONE YEAR OF THE DATE THAT THE FACTS WHICH GIVE RISE TO THE CLAIM OCCURRED.

c. THIS FRANCHISE AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UPON WHICH WE CURRENTLY OFFER FRANCHISES TO NEW FRANCHISEES. WE MAY OFFER FRANCHISES UNDER DIFFERENT TERMS AND CONDITIONS TO ENHANCE, BUILD, AND PRESERVE THE SYSTEM.

d. You covenant, represent, and warrant as follows and acknowledge that we are relying upon such covenants, representations, and warranties in making our decision to enter into this Agreement:

i. **You acknowledge that you have received our current Franchise Disclosure Document.**

ii. All statements made by you in writing in connection with your application for this Franchise were, to the best of your knowledge, true when made and continue to be true as of the Effective Date.

iii. You are not a party to any litigation or legal proceedings other than those you have disclosed to us.

iv. You and your owners agree to comply with and will assist us to the fullest extent possible in our efforts to comply with "**Anti-Terrorism Laws"** (as defined below.) As a result, you certify, represent, and warrant that, (A) none of their property or interests is subject to being "**blocked**" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws; (B) none of them is listed in the Annex to Executive Order 13224; (C) you will refrain from hiring (or, if already employed, retain the employment of) any individual who is listed in the Annex; (D) you have no knowledge or information that, if generally known, would result in you, your owners, your employees, or anyone associated with you to be listed in the Annex to Executive Order 13224; (E) you are solely responsible for ascertaining what actions you must take to comply with the Anti-Terrorism Laws, and you specifically acknowledge and agree that its indemnification responsibilities stated in this Franchise Agreement apply to your obligations under this subparagraph; and (F) any misrepresentation under this subparagraph or any violation of the Anti-Terrorism Laws by you will constitute grounds for immediate termination of this Franchise Agreement and any other agreements you have entered with us.

v. For purposes of this Franchise Agreement, "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations, and other regulations found at 31 CFR 515, 595, 597, and any laws which now pertain or which may in the future pertain to the matters of this Section.

e. We do not now but may, in the future, receive rebates from suppliers of equipment, furniture, services, and other goods purchased by you. If received, we will use the rebates in our sole discretion and may but are not required to pass rebates on to franchisees.

f. You must comply with Payment Industry Data Security Standards (PCI-DSS) requirements. You are solely responsible for meeting these requirements.

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

1.7 Applicable Law

a. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PRACTICE OF MEDICINE IS HIGHLY REGULATED AT THE LOCAL, COUNTY, STATE, AND FEDERAL LEVELS. YOU MUST COMPLY AT ALL TIMES WITH APPLICABLE LAWS RELEVANT TO YOUR MODEL'S OPERATION AND MANAGEMENT, INCLUDING STATE LICENSING AND PATIENT PRIVACY LAWS, AND STATE AND FEDERAL PATIENT INFORMATION PROTECTION ACTS, APPLICABLE LAWS ON PRESCRIBING MEDICINE, AND SIMILAR LOCAL, COUNTY, STATE, AND FEDERAL LAWS.

b. WE WILL NEVER PROVIDE OR DELIVER MEDICAL INFORMATION, DIRECTIONS, OPINIONS, TREATMENT PLANS, PRESCRIPTION ADVICE, OR OTHER MEDICAL DIRECTIVES, AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY THE MEDICAL PROFESSIONALS.

c. From time to time, a Governmental Authority may add to, delete (and then reinstate) or modify Applicable law, and you will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law.

d. You are solely and exclusively responsible for determining and complying with Applicable Laws. Your failure to do may result in the termination of this Franchise Agreement without the right to cure.

e. You must ensure that your MSA conforms in all respects to the Applicable Laws of your state. We will review it only to confirm that it contains the necessary protections for us and may require additions or deletions. Otherwise, you will determine its content. We have supplied a sample MSA at Exhibit 7.

f. Applicable Law may also impose other restrictions on the operation or management of the Clinic, including the requirement that Patients be obtained only through referral by a primary-care physician, that controls the amount of equity the Medical Professional must own, and that restrict the franchisee from owning or managing more than one Clinic.

g. Compliance with this Section is a material inducement for us offering the franchise opportunity to you, and its breach may result in the termination of this Franchise Agreement with the opportunity to cure.

1.8 Management

a. Under the DCO Model and Applicable Law,

i. your Principal Operator, your Designated Manager, or you must personally participate in and manage your Clinic's day-to-day operations. Though you are permitted to operate using a Designated Manager, we always recommend that you operate your Model directly and on a day-to-day basis;

ii. you must have such properly licensed and credentialed medically trained staff (including the Medical Professionals) required to manage and operate any medical clinic; and,

iii. your Designated Manager or Medical Professional need not own an equity interest in your franchisee entity unless Applicable Law requires it.

b. Under the MSO Model and Applicable Law,

i. you must ensure that the Medical Professional that owns the Clinic is similarly licensed and credentialed. Applicable Law may also require such Person to hold a certain management or above position or own a certain percentage of the equity in the Business, in which case you will comply with such law. We must approve the Designated Manager, your Principal Operator, and Medical Professionals who directly own and operate the Clinic or are part of your professional staff;

ii. the Medical Professional must own some or all of the equity interest in the Medical Professional's business. Unless required by Applicable Law, a management position Person hired by the Medical Professional need not own an equity interest in the MSO; and,

iii. your Principal Operator, your Designated Manager, or you must personally participate in and manage the delivery of the MSO Services day to day.

c. Under both Models, any new Principal Operator, Designated Manager, or Medical Professional must be identified to us within five business days of the person's hire date. The new person must also pass our training.

d. Regardless of the Model, your Designated Manager, the Medical Professionals, the medical staff that manages the Clinic, your Principal Operator, and you must abide by all confidentiality requirements of this franchise agreement and may in the future be required to sign a confidentiality and non-competition agreement.

1.9 Applicability

Unless otherwise stated in this Franchise Agreement, each term, covenant, and condition applies to both Models. If there is doubt about the Model referenced, the same will be interpreted to include one or both Models as necessary to give us the greatest rights, remedies, and protections.

ARTICLE 2
OPENING PERIOD, EXCLUSIVE TERRITORY, DEVELOPMENT, AND RELATED RIGHTS AND OBLIGATION

2.1 Opening Deadline

You must be open and operating on or before the Opening Deadline. We will extend the Opening Deadline for a limited period if factors beyond your reasonable control prevent you from meeting the deadlines and you request an extension of time from us at least 15 days before the end of the Opening Deadline.

2.2 Search Area and Franchised Location

a. Your Franchised Location is or will be identified in Exhibit 2.

b. If we have not approved a Franchised Location before you sign this Franchise Agreement, you and we will identify your Search Area in Exhibit 2. Your Clinic must be within the perimeter of the Search Area. You acknowledge and agree that the Search Area does not convey any territorial rights to you, and the only territorial rights you will receive will be for the Exclusive Territory discussed in Section 2.4, and identified in Exhibit 2.

c. Our assistance in selecting and reviewing a proposed Franchised Location is limited to providing written criteria identifying site characteristics (such as population density, income, geographic, political, and physical boundaries, demographics, access, and similar items) and reviewing the information you provide.

d. You must locate a site for your Franchised Location and submit such site location information we require within 30 days of the Effective Date. We must accept the site selected by you in writing before you can proceed. We will have 30 days to review your submittal. If we do not approve your first proposed site, you will have 60 more days to find another site and submit it to us for approval, and we will have 30 days to review that submittal. If you fail to meet the deadlines for selecting a site or submit incomplete information, we will deliver written notice to you, and you will have 15 days to cure the deficiency. If you fail to cure the deficiency or if we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement (but all restrictive and other covenants of your Franchise Agreement that must survive termination to remain enforceable will survive), and we will retain all fees.

e. We have no particular expertise in identifying or approving location sites for Franchised Locations.

f. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee.

g. OUR APPROVAL OF A LOCATION DOES NOT INFER OR GUARANTEE YOUR SUCCESS OR PROFITABILITY.

2.3 Approval of Lease

a. DCO Model

i. After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have the option to require the lease be collaterally assigned to us by a collateral assignment agreement (Exhibit 4) or contain the following terms and conditions:

ii. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent; and,

iii. The landlord must provide written notice to us when it gives you notice of any default by you under the lease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.

b. MSO Model

i. After we approve the proposed Franchised Location, you will have 60 days to negotiate a lease that must be submitted to us for review. We will review the lease within 15 days after receipt. We have to option to require that the lease be collaterally assigned to us by a collateral assignment agreement (Exhibit 4) or contain the following terms and conditions:

A. The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent; and,

B. The landlord must provide written notice to us when it gives you notice of any default by you under the lease or sublease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us.

C. Your lease must allow for the subleasing of the space to the Medical Professional.

ii. Once the lease is approved and signed, subject to Applicable Law, you will sublease the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that the Medical Professional's subletting maintains

the separation between the Medical Professional's ownership of the medical practice and your right to deliver the MSO Services.

c. Once the site has been approved and the lease has been signed, your Franchised Location will be identified in Exhibit 2.

d. You will operate your Clinic and use the Marks, the Proprietary Information, and the System only at the Franchised Location.

e. OUR APPROVAL OF A LEASE ONLY REFLECTS THAT IT CONTAINS OUR REQUIRED PROVISIONS AND MEETS OUR MINIMUM STANDARDS, AND DOES NOT OTHERWISE INFER OR GUARANTY YOUR SUCCESS OR PROFITABILITY.

2.4 Exclusive Territory and Relocation

a. Under both Models, we will identify your Exclusive Territory once the Franchised Location and lease are approved.

b. Your Exclusive Territory will continue in place until the end of your Initial Term. If you are awarded Successor Franchise Rights, we reserve the right to redefine the characteristics of your Exclusive Territory to meet our then-current standards. If you sell or Transfer your Clinic with our permission, we also reserve the right to alter the characteristics of the Exclusive Territory to meet our then-current standards, and acceptance of such revised characteristics is a condition of our approval.

c. You may relocate your Clinic only if you first obtain our express written permission, which will be considered using our Reasonable Business Judgment. We must approve the new location in the same manner we are then approving sites. You will pay us our then-current Relocation Fee. There will be no refund if you cannot find and have approved a new location. You agree to fully de-identify any Clinic you relocate from and no longer utilize.

2.5 Design, Permitting, and Buildout

a. Before commencing the construction of the Clinic:

i. We will supply you with plans to design and build the interior and exterior of the Franchised Location, including the layout of examination rooms, lab space, waiting room, Medical Equipment requirements and layout, other furniture, fixtures and equipment placement, and decor and signage specifications. You will deliver the generic plans to a local architect or engineer who will adapt the drawings to the Franchised Location. You will submit the completed drawings to us for approval within three days of their completion. We will review the plans within 30 calendar days of the delivery date. If we comment, you will revise the plans to conform to the comments within 15 days. After that, we will have 15 days to review the revised plans so that we can approve them. This process will continue until we approve the plans.

ii. Once approved, you will deliver the plans to the Governmental Authority with jurisdiction over planning, zoning, construction, and buildout. If such authority makes changes, you will revise the plans to satisfy the comments and deliver the plans to us for review. The plans are approved if we do not comment within three Business Days of receipt. This will continue until the Governmental Authorities and we have approved the plans.

iii. Under both Models, you must obtain all licenses, permits, and certifications required for lawful construction and operation of the Clinic, including zoning, access, parking, and sign permits. You will also obtain all health, life safety, and other permits and licenses required for the proper operation of the Model. You will certify that all such permits and licenses have been obtained before the Opening Deadline. If you cannot obtain all permits necessary to operate the Model, we have the right to terminate the Franchise Agreement, though all covenants that must survive termination to remain enforceable will survive and remain enforceable. There will be no refunds.

iv. You will use a qualified general contractor or construction supervisor to oversee the Clinic's construction and completion of all improvements.

v. You will cause such construction to be performed only per the plans that the Governmental Authorities and we have approved. No material changes will be made to the approved plans without our express written consent and approval by the Governmental Authorities.

b. You will pay us our then-current Opening Help Fee if we, in our sole discretion, decide to visit your Clinic to inspect the buildout.

2.6 Computer Systems, Medical Equipment, Consumables, and Clinic FF&E

a. For both Models, you must own or purchase the Computer Systems (including the then-current Computer Software packages) we describe in the Operations Manuals, in a handout, email, or in other communication.

i. Under the MSO Model, you will purchase the Computer System and lease it back to your Medical Professional. Under the DCO Model, each Medical Professional's Computer System must also have online access to the Medical Practice Software from our approved vendor, who charges its then-current setup fee and a monthly fee. Under the MSO Model, the Medical Professional will obtain and then maintain a license for the Medical Practice Software. **Regardless of the Model, we will never obtain access and you agree to not give us access to any Medical Professional/Patient or similar records to the extent protected by Applicable Law.**

ii. You will configure each Computer System with sufficient antivirus software and must comply with Applicable Laws relating to Patient and Clinic information protection.

iii. You must maintain each Computer System as often as necessary to keep it operational. We may require you to update one or more Computer Systems every five years and when you are awarded Successor Franchise Rights or are permitted a Transfer.

iv. You are not now required to purchase a Computer System maintenance contract, though we reserve the right to require this in the future, and there will be a cost associated with such contracts.

v. You must maintain high-speed Internet access to each Computer System station and use your best efforts to keep all equipment connected, powered on, and in good working order to ensure access to the information and data regarding your Clinic.

vi. You and we acknowledge that technology changes are dynamic and not predictable during the Term of this Franchise Agreement. To provide for changes to technological needs and opportunities, we will have the right to establish, in writing, reasonable new standards for implementing technology in the System. You will comply with any new standards and pay any fees associated with them.

vii. Subject to Applicable Laws concerning the protection of the Patient and Clinic records, and the Medical Professional/Patient relationship, we will have independent access at any time we deem appropriate to all business-related information generated and stored in your Computer Systems. In our discretion, we will make available certain aggregate data (without identifying the name of any franchisee or its location) that may be used for any purpose allowed by Applicable Law. Except as stated here, there are no contractual limitations on our right to access this information.

viii. You agree to install and maintain all hardware and software that we designate on the Computer System that we designate including but not limited to accounting software such as QuickBooks Plus Online and point-of-sale hardware and software, credit card processing hardware and software, firmware, web technologies or applications, printers, internet connectivity devices and other related accessories and peripheral equipment. You agree to pay all fees to maintain the Computer System. We reserve the right to change the hardware, software, components at any time in our sole discretion.

b. You or your Medical Professional must purchase all Medical Equipment and Clinic FF&E from our approved vendors. Under the DCO Model, you will purchase the Medical Equipment and the Clinic FF&E. Under the MSO Model, your Medical Professional will purchase the Medical Equipment, and you will purchase the Clinic FF&E and lease it back to your Medical Professional.

c. You or your Medical Professional must purchase your consumable products, including personal protection equipment, syringes, dressings, and similar goods and equipment disposed of after single or limited use only from an approved supplier, an Affiliate, or us. We may change the fees charged for each item of this inventory at any time after giving you no less than 60 days' prior written notice. Under the MSO Model, the Medical Professional will make all such purchases from an approved supplier, an Affiliate, or us. You agree to maintain an adequate inventory of all items in accordance with the Operations Manuals.

d. You must own or purchase a voice-over-internet-protocol (VoIP) phone system sufficient to operate your Model.

e. To the extent not purchased as part of the Medical Equipment and Clinic FF&E, you may purchase all other furniture, fixtures, equipment, and materials necessary to open and operate the Clinic from any reputable source. The purchases may be of new or used equipment, except that all used equipment must be in like-new condition and appropriate for a medical-clinic setting.

f. We reserve the right to change vendors at any time, which may result in an Affiliate or we being named as such vendor.

g. We may add to, subtract from (and then reinsert), or change the mix of required Medical Equipment, Clinic FF&E, and any other furniture fixtures and equipment at any time after giving you no less than 60 days' prior written notice. Such changes may result in additional costs and fees to you, some of which may be due to an Affiliate or us.

2.7 Approval Process for Other Goods and Services

a. You may wish to purchase a required good or service from a supplier we have not previously approved. To obtain our approval, you must submit such information as we may reasonably need to evaluate the prospective supplier. We will evaluate the submitted information and provide written notice of our decision within 30 days. We may grant or deny approval for any reason or no reason at all. We have no other process for approving suppliers other than as stated here. We may charge our then-

current fee for this service, which may be increased at any time without limitation after we give you no less than 60 days' prior written notice. We will provide you with 60 days' written notice before implementing or increasing this fee. Except as stated here, we do not maintain written criteria for approving suppliers.

b. We may revoke our approval of a supplier if we determine in good faith that the supplier no longer meets our then-current quality standards. We will notify you in writing of such a decision.

2.8 Maintenance and Renovation

a. You may be required to "**Renovate**" your Clinic no more often than once every five years during the Initial Term. A Renovation may also be required if you are awarded Successor Franchise Rights, then every five years during each Successor Term, and if you are granted the right to a Transfer. Renovations may include upgrades to or replacing anything in the Clinic, including interior and exterior decor, Medical Equipment, Clinic FF&E, other furniture, fixtures and equipment, and any other component we designate.

b. General maintenance of the Clinic, including repainting, replacing worn Medical Equipment and other furniture, fixtures and equipment, cleaning, and the like, is not a Renovation and is required as often as necessary to maintain a clean, safe, and attractive Clinic.

2.9 Additional Development Rights

You may only open an additional Clinic under a separate franchise agreement with us, which we may grant in our sole discretion (unless you already obtain such rights under an Area Development Agreement with us in which case your Area Development Agreement governs the terms).

ARTICLE 3
FEES, ADVERTISING, AND REPORTING

3.1 Initial Fees Due To Us Before You Open

a. Your Initial Franchise Fee (inclusive of any discounts) for a single Model is stated in Exhibit 2. If we are entering into this Franchise Agreement as part of an Area Development Agreement, you will not owe an Initial Franchise Fee.

b. Before opening, you will also pay the then-current,

i. Technology Startup Fee; and,

ii. the first three months of the Technology Maintenance Fee.

c. All fees identified above are due prior to opening your Clinic, payable in one lump sum, uniform, and, unless otherwise stated, nonrefundable.

3.2 Royalty

For the first two months your Clinic is open, you are not required to pay a royalty. Starting in the 3rd month your Clinic is open for business, you will pay us a monthly royalty ("**Royalty**") equal to the greater of: i) 6% of all Gross Revenue generated in the previous month for either Model's operations; or ii) the minimum royalty ("**Minimum Royalty**") according to the following chart:

"Minimum Royalty"						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
$541.67	$812.50	$1,083.33	$1,354.17	$1,625.00	$1,895.83	$2,166.67

Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year. The Minimum Royalty is not imposed during the first two months after you open your Clinic.

These amounts are for a single Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the "Year 1" Minimum Royalty in the calendar year you open your Clinic and in the calendar year following the year you open your Clinic. Each additional year starts on January 1 of the subsequent year.

The Royalty payments are due on the date we specify, which is currently the 5th day of the month for the preceding month. 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 method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty shall be enforceable as so modified.

3.3 Advertising and Marketing Fees

Unless otherwise stated, the below applies to both Models.

a. Grand Opening Advertising

Commencing 15 days before and ending 30 days after the Opening Deadline, you will spend approximately $2,000 and $3,000 advertising your Clinic's grand opening. We must approve the grand opening plans and advertising in the same manner as we do with "**Local Advertising**" below. Additionally, if you timely request that we provide you with grand opening support we will send one or two trainers to your Clinic to provide you with two days of grand opening support, which will typically be the first two days your Clinic is open for business. If you receive grand opening support, then you must pay our designated supplier the then-current "**Grand Opening Support Fee**" (currently $4,500 at least 3 weeks in advance of your Clinic's grand opening. If you operate under an Area Development Agreement, you may elect to receive grand opening support, but you are not required to receive any additional report or to pay the Grand Opening Support Fee unless you request these services. The grand opening support and grand opening date will occur on a date that is mutually acceptable to both you and our designated provider.

b. Local Advertising

You must spend a minimum of $2,000 per month for advertising in your Exclusive Territory ("**Local Advertising**"). If you fail to meet your required spend on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund. We must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 15 days to review it and provide comments (if any). The proposed advertising

materials are approved if we do not deliver written notice to you of our approval or disapproval within that time. We may revoke our approval of any advertising materials at our sole discretion.

c. Digital Marketing

You will pay us the then-current Digital Marketing Fee (currently, you will pay $1,750 per month for your first Clinic, and if you operate multiple Clinics, you will pay $1,750 per Clinic per month for the second and third additional Clinics that you operate; if you operate more than three Clinics you will pay a $1,500 per Clinic per month for Clinics 4, 5, and 6, and for every additional Clinic you operate beyond six you will pay an additional $500 per Clinic per month). Additionally, for each Clinic you operate, you will pay a one-time $2,500 digital marketing setup fee at the same time you submit your first Digital Marketing Fee. The Digital Marketing Fee is currently collected monthly. We may designate that all or a portion of the Digital Marketing Fee be paid directly to DM Vendor(s). Digital Marketing is in addition to your Local Advertising expenditures, Regional Advertising Fund contributions, and any rights we grant you to use Online Sites. We may change the mix of Digital Marketing services at any time. We make no guarantee that expenditures for Digital Marketing will benefit any franchisee or you directly or on a pro-rata basis. A portion of the Digital Marketing Fee may be retained by us and/or a DM Vendor for administrative overhead costs and expenses incurred in providing or procuring Digital Marketing. We will assume no direct or indirect liability or obligation to you concerning the Digital Marketing.

Subject to Applicable Laws concerning protecting the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access to the DM Vendor's records to audit your use of the Marks and any other purpose. Except as stated here, there are no contractual limitations on our right to access this information. We reserve the right to designate DM Vendors; retain fees for services provided in-house; require you to pay a DM vendor directly or collect the fees and expenses on behalf of a DM Vendor; suspend (and then reinstate) or terminate (and then reinstate) the Digital Marketing program at any time, or make any other changes we deem appropriate after giving you no less than 60 days' prior written notice.

We make no guarantee to you or any other franchisee that our Digital Marketing expenditures will benefit you or any other franchisee, and some franchisees may benefit from such advertising while others do not.

d. Regional Advertising Program

We may require you to contribute to a Regional Advertising Program, which we reserve the right to form, change, dissolve or merger in the future. If established, you may be required to participate in such advertising cooperative that we may require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. We will be responsible for controlling and administering the cooperative, including determining the amount of contributions from each member, which will not exceed the then-current Digital Marketing Fee, provided that any contribution to the Regional Advertising Fund will be in addition to the Digital Marketing Fee. We will prepare annual unaudited financial statements for each Regional Advertising Program. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Clinic that the franchisee owns that exists within any cooperative's geographic area. Each Clinic we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees.

e. Online Sites

i. Online Sites are considered both national and local marketing channels. You cannot establish an Online Site and cannot offer, promote, or sell any products or services or make any use of the Marks through an Online Site without our prior written approval. As a condition to granting consent, we have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages we establish on our website.

ii. If you decide that you want to design and operate an Online Site, you must deliver to us such information, copies of programming code, content, and other documentation we require no later than 60 calendar days before the Online Site goes live. We will have 30 days to review the information you submit. If we do not notify you of our approval or disapproval within that time, the Online Site is disapproved. We reserve the right to grant or deny permission for any reason or no reason.

iii. Subject to Applicable Laws concerning protecting the Patient and Clinic records and the Medical Professional/Patient relationship, we will monitor your Online Sites and access your records to audit your use of the Marks and any other purpose. Except as stated here, there are no contractual limitations on our right to access this information.

iv. You cannot use a derivative of www.gamedaymenshealth.com or acquire any uniform resource locator (**URL**) that may be construed to represent your Clinic, Ream Franchise Group, LLC, or Gameday Men's Health without our approval that will be granted or denied for any reason or no reason.

v. Subject to state law, we may also revoke our approval of an Online Site at any time, in our sole discretion, and for any reason or no reason.

f. Brand Development, Regional Advertising Program, and Advertising Council

i. Under both Models, we currently collect 2% of your Gross Revenue each month (**Brand Development Fee)** to create and disseminate advertising concepts and collateral materials on a local, regional, or national basis. (**Brand Development**). Your Brand Development Fees are due with your Royalties as part of our ACH withdrawal. Monthly Brand Development Fees (and any other monthly fees due to us) will be collected with Royalties the 5th day of each month.

ii. The Brand Development Fees may be placed in a checking account, savings account, or any other account we choose (**Brand Development Account**), which may or may not accrue interest. The Brand Development Account is not a trust, and we assume no fiduciary duty in administering it. Any monies not used in any year will be carried to the next year.

iii. We will administer the Brand Development Account at our sole discretion. The proceeds may be used for (A) the creation, production, and local, regional, or national placement of advertising reasonably intended to benefit some or all franchisees; (B) the payment of in-house or outside agency costs and commissions; (C) the payment of our costs related to our administering the Brand Development Account such as reasonable salaries, administrative costs, and overhead; (D) the payment of our costs associated with the preparation of and presentation of an annual convention; (E) creation and production of Internet, video, audio, and written advertisements; and, (F) for any other commercially reasonable purpose consistent with this paragraph. Brand Development Fees may be used to solicit new franchisees.

iv. We make no guarantee to any franchisee or you that advertising expenditures from the Brand Development Account will benefit you or any other franchisee directly or on a *pro-rata* basis.

We assume no other direct or indirect liability or obligation to you concerning collecting amounts due to the Brand Development Account or to maintain, direct, or administer the Brand Development Account.

v. Upon your prior written request, we will make available to you an annual unaudited financial statement for the Brand Development Account no earlier than 120 days after the end of each calendar year.

vi. Though we currently have no plans to do so, we may increase the amount of the Brand Development Fee up to 3% of your Gross Revenue by giving you 60 days' prior written notice.

vii. Upon 30 days prior written notice to you, we may allocate all or a portion of the Brand Development Fees or Digital Marketing Fees to a regional advertising program (a "**Regional Advertising Program**") for the benefit of clinics located within a designated geographic territory. We will define the territories and require all franchisees and company-owned clinics within such territories to contribute, but in no event shall such contribution exceed the then-current Digital Marketing Fee (provided, that, the contribution to the Regional Advertising Program may be in addition to all or a portion of the Digital Marketing Fee). We will control and administer Regional Programs, though we reserve the right to transfer such control to the participants in the Regional Advertising Program. There will be no written governing documents. We will prepare unaudited annual financial statements for each Regional Advertising Program. Upon your prior written request, we will make such unaudited annual financial statements available no later than 120 days after the end of each calendar year.

viii. We intend for the Brand Development Fee and Regional Advertising Program to be continual and perpetual, but we have the right at any time to change, dissolve, merge, suspend, or reinstate the Brand Development Account or Regional Advertising Programs. We will not close the Brand Development Account or allow a Regional Advertising Program to close until all contributions and earnings have been used for the purpose for which they were collected or have been refunded.

ix. There currently is no advertising council or advertising cooperatives. We reserve the right to form an advertising council or advertising cooperative in the future.

g. You must advertise your Model only within your Exclusive Territory unless regional or cooperative advertising is implemented or unless you get our permission to advertise outside the Exclusive Territory, which we may grant or deny for any reason or no reason. If another franchisee, Affiliate-owned, or company-owned Clinic does not occupy a contiguous territory, you may advertise there only after first providing us written notice and receiving our approval. Once the territory has been assigned to another franchisee or a company-owned or Affiliate-owned Clinic, you must cease advertising in that territory. You may serve all Patients regardless of from where they came.

3.4 Bookkeeping Services, Other Fees and New Products

a. You are required to use our then-current bookkeeping services to operate your Business. You will pay the supplier's then-current fee. They may change this fee at any time and in any amount, and you will be required to make the additional payment. We may change suppliers at any time after giving you no less than 60 days' prior written notice.

b. You will pay the first three months of the Technology Maintenance Fee in the manner set forth in Section 3.1(b). Beginning in the fourth month of operation, you will pay the then-current Technology Maintenance Fee on a monthly basis. We may increase this fee at any time and in any amount after giving you no less than 60 days' prior written notice.

c. You will pay us any additional training fees identified in Article 7.

d. You will pay any audit expenses.

e. You will pay the Successor Franchise Fee, the Transfer Fee, and, if applicable, the then-current Relocation Fee.

f. You will pay all costs and fees associated with Renovation.

g. You will indemnify us as more fully outlined in Article 14.

h. We may require you to purchase Branded Products from an approved vendor, an Affiliate, or us after giving you no less than 60 days' prior written notice before enforcing this requirement. The notice will state the Branded Products you will carry and the then-current fee charged for them. If we require such purchases in the future, we reserve the right to change the fees charged by any amount at any time after giving you no less than 60 days' prior written notice.

i. There are other fees identified elsewhere in this Franchise Agreement, the payment of which may be mandatory. Such fees will be collected as stated in that Section.

j. We may require all franchisees and you to add new Healthcare Services, Branded Products, Medical Equipment, FF&E equipment, or other goods or services to those already offered through your Model. You may incur additional expenses, costs, and fees, some of which may be due to an affiliate, a third party for whom we collect funds, or us. We may also use our Reasonable Business Judgment to assess other fees or costs we deem appropriate to help with the Model's operations. Such fees or costs may be assessed locally, regionally, or nationally and may apply to one, some, or all franchisees. We will notify you in writing and give you no less than 60 days to comply.

3.5 Reporting

a. You must record all Gross Revenue generated by, at, or through the Clinic using the software and payment processors/point-of-sale systems that we designate such as QuickBooks Plus Online. On the first Tuesday following the end of the previous week, and using the forms we require and provide, you will deliver a Royalty report, accurately reflecting all Gross Revenue generated during the past week. The week is measured from Monday to Sunday.

b. All Royalties, Monthly Brand Development Fees and other monthly fees due to us will be deposited into your operating account no later than 1:00 p.m. Pacific Time on the 5th day of each month following the month for which the calculations were made. We will collect your Royalty, Monthly Brand Development Fees, advertising fees, and any other monthly fees or costs due through an ACH on or after 2:30 pm Pacific Time on the 5th day of each month.

c. In addition to the weekly Gross Revenue reports, you will also deliver to us (i) quarterly and annual profit and loss statements, balance sheets, and trial balances prepared under generally accepted accounting principles, consistently applied, to be received by Franchisor within 15 days after the expiration of each calendar quarter and no later than February 1st for the preceding calendar year; (ii) a complete financial statement for your fiscal year, including both an income statement and balance sheet, which may be unaudited; (iii) copies of all tax returns relating to sales at the Clinic to be received by us within 10 days of the end of the state sales tax reporting period; (iv) copies of your year-end state and federal income tax return within five days of the date that it is filed; and (v) such other additional records, reports, information, and data as we may reasonably designate, in the forms, at the times and the places we designate, or as

specified in the Operations Manuals or otherwise. We have the right to change the required information after giving you no less than 60 days' prior written notice.

d. The reports may be unaudited, but all reports delivered by you will be signed and verified as true and accurate by your principal financial officer, executive officer, or you.

e. You grant us permission to release your financial documents to a landlord, lender, or prospective landlord or lender and to disclose this information in our Franchise Disclosure Document or as may otherwise be allowed by Applicable Law.

f. You grant us permission to aggregate or share your data, reports, and other financial documents within the System to the fullest extent allowed by Applicable Law, for any purpose related to benchmarking, performance evaluation, industry analysis, and other business-related activities related to the overall performance, health, efficiency and operation of the System.

3.6 Method of Payment and Insufficient Funds

a. No later than 10 days before the opening of your Model, you will execute an authorization agreement allowing for the electronic transfer of funds through an ACH, electronic funds transfer or any other automatic payment mechanism that we designate from your bank account to ours. The ACH method will be used to collect the Royalties, advertising fees, and any other fees due under this Franchise Agreement. We have the right to change the collection method at any time after giving you reasonable written notice.

b. If you fail to have sufficient funds in the account on the Due Date or otherwise fail to pay any Royalties or other fees due under this Franchise Agreement, you will owe the Late Fee and Default Interest in addition to any other costs incurred by us to collect the same.

c. You acknowledge that nothing in this Section constitutes our agreement to accept any payments after they are due or a commitment to extend credit to or otherwise finance your Model's operation. Collecting a Late Fee and Default Interest and accepting any late payment will not diminish our rights to any other remedies available under this Franchise Agreement, as all remedies are cumulative.

3.7 Application of Payments

a. Notwithstanding any designation by you as to the application of a payment, we will allocate any payments made by you first to any Late Fees and Default Interest, then to any Royalties and other past-due fees, then to any obligations that you have to any third-party vendors that we pay on your behalf, then to the current Royalties and other fees owed to us. The above allocation will not postpone any payments due on a current or future Due Date.

b. We will also have the right, in our sole discretion, to allocate in the same manner as stated in subsection (a) just above any payments or any credits from third-party vendors delivered to us. To the extent necessary to carry out the intent of this Section, you appoint us as your attorney-in-fact coupled with an interest and grant this power of attorney for the sole purpose of allocating any such funds received. This power of attorney will continue throughout the Term of this Franchise Agreement, any extension thereof, and, if applicable, after the termination of this Franchise Agreement, but in the latter case, only to the extent that you still owe us money.

3.8 Record Keeping and Auditing

a. Under the DCO Model, you agree to record all Patient transactions and Gross Revenue in your Computer System within the time required by Applicable (in reference to Patient transactions) and when the Gross Revenue was generated. Under the MSO Model, you will ensure that the Clinic also records all such transactions. You agree to retain all computer records, accounting software, charge account records, sales slips, orders, return vouchers, sales tax reports, and all of your other business records and related background material for at least seven years following the end of the year in which the items were or should have been generated.

b. Our designated agents or we have the right, during normal business hours, to enter your Model and the Clinic and examine and copy your books, records, and tax returns (of you and the Clinic.) We also have the right, at any time, to have an independent audit made of the books of your Model and the Clinic.

i. If an inspection reveals that any payments due to us have been understated in any report, you will immediately pay us the understated amount, the Late Fee, and Default Interest.

ii. If an inspection discloses an understatement in any payment to us of 2% or more, and in addition to collecting the amount due, the Late Fee, and Default Interest, you will also reimburse us for all costs and expenses relating to the inspection (including travel, lodging and wage expenses, and reasonable accounting and legal costs), and, at our discretion, submit audited financial statements prepared, at your expense, by an independent auditor that we approve.

iii. If an inspection discloses an understatement in any payment to us of 3% or more, in addition to the right to collect the amounts stated above, such act or omission is grounds for immediate termination of this Agreement without the right to cure.

iv. If it is determined that any underreporting has been intentional, then regardless of the percentage of your Gross Revenue that such underreporting represents, we have the right to terminate this Franchise Agreement without any right to cure. These remedies are in addition to any other remedies we have under this Franchise Agreement and as provided at law and in equity, as all such remedies are cumulative.

3.9 Taxes

Subject to applicable law, if assessed by your state, and except for our income taxes, you will reimburse us for all taxes we pay for products or services we furnish you or your Clinic, on our collection of the Initial Franchise Fee, on the collection of Royalties, Brand Development Fees, Digital Marketing Fee, and the collection of similar fees or costs.

3.10 CPI Adjustments to Fixed Fees

All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index, but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one fee adjustment during any calendar year. Notwithstanding the foregoing, the fee adjustments in this Article shall not impact fees which we reserve the right to increase in higher amounts or to adjust more frequently, including but not limited to the Technology Maintenance Fee.

ARTICLE 4
TERM AND SUCCESSOR FRANCHISE RIGHTS

4.1 Effective Date and Initial Term

a. This Franchise Agreement is effective on the Effective Date.

b. This Franchise Agreement's Initial Term is 10 years from the Effective Date.

4.2 Successor Franchise Rights

a. At the end of the Initial Term, you have the option to extend your franchise rights for two successive five-year Terms (each a **"Successor Term"**) by acquiring "**Successor Franchise Rights**." To be eligible, you must

i. notify us by giving written notice of your intent no later than 180 days before the scheduled expiration of this Franchise Agreement.

ii. be in Compliance;

iii. agree to sign the then-current franchise agreement within 30 calendar days of the date you receive it, **with the understanding that the terms of such an agreement may be significantly different than those found here.** Under the then-current franchise agreement, you will not have any additional Successor Franchise Rights. The signed franchise agreement will be effective only on the Effective Date under Section 4.1 above; and,

iv. sign and have each of your owners sign our then-current form of General Release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities, which current form is found at Exhibit 6. Notwithstanding the preceding, to the extent Applicable Law states that the requirement that you sign a General Release is unenforceable, then any such requirement will be deleted, and you will not be required to sign the same, or if signed, then such General Release will not be enforceable. If, however, Applicable Law permits you to sign such General Release, or if by choosing the alternative dispute resolutions procedures found in Article 16, the choice of law or other provisions of Article 16 prevail over the inconsistent Applicable Law, then you will sign such the then-current form of General Release as part of the Transfer;

v. pay the Successor Franchise Fee; and,

vi. subject to state law, **be accepted by us under Section 4.3.**

b. If the Successor Franchise Rights under the new franchise agreement are granted, the Successor Term will begin on the day following the end of the Initial Term.

4.3. Conditions of Refusal

a. We are not obligated to offer you Successor Franchise Rights if you,

i. are out of Compliance;

ii. failed to comply with any of the conditions necessary to obtain Successor Franchise Rights as described in subparagraph 4.2 above; or

iii. subject only to state law, we have determined using our Reasonable Business Judgment not to grant Successor Franchise Rights.

b. Upon the occurrence of any of the events described above, we will give you written notice at least 60 days before the expiration of the Initial Term, and such notice will set forth the reasons for such refusal to offer Successor Franchise Rights.

4.4 Successor Franchise Renovation

To maintain a clean appearance and meet the then-current requirements, we may require you to Renovate your Clinic if you are granted Successor Franchise Rights and then every five years during the Successor Term. You will have a reasonable amount of time to complete such Renovations that, in any event, will not exceed 90 days.

4.5 Expiration at the End of the Initial Term and Holdover

a. Unless it is terminated earlier, if you fail to elect to purchase Successor Franchise Rights, or if we decline to grant you one or more Successor Terms, this Franchise Agreement will expire at midnight Pacific Time on the last day of the then-current Term.

b. If you elect to purchase Successor Franchise Rights, and we grant you this right, then unless earlier terminated, this Franchise Agreement will expire at midnight Pacific Time on the last day of the Successor Term.

c. If at the expiration of this Franchise Agreement you continue to accept benefits as a Franchisee, then in our sole option, we may treat this Franchise Agreement either as,

i. having expired as of the date of natural expiration of the then-current Term, in which case you will be operating your Model without the right or permission and in violation of our rights; or,

ii. continuing on a month-to-month basis (**Interim Period**) until one Party provides the other with written notice of such Party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice. During the Interim Period, all obligations under this Franchise Agreement will remain in full force as if this Franchise Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Franchise Agreement will take effect upon termination of the Interim Period. The rights under this Section do not apply in the event of a termination of the Franchise Agreement earlier than the then-current Term's natural end.

ARTICLE 5
MANUALS AND SERVICES PROVIDED TO YOU BY US

5.1 Manuals

a. We will provide you with one or more Operations Manuals, technical bulletins, or other written or electronically-distributed materials covering our standards, specifications, and operating and marketing procedures that you must utilize in operating your Model.

b. You will comply with the Operations Manuals as an essential aspect of your obligations under this Agreement, and your failure to comply substantially will be a breach of this Franchise Agreement. The Operations Manuals may be updated from time to time, and you must comply with any changes in every update within the period provided in such updates.

c. The Manuals are our sole property and will be used by you only during the Term of this Franchise Agreement and in strict accordance with the terms and conditions of this Franchise Agreement.

5.2 Services Provided by Us Before Commencement of Operations

Before you open either Model, we will:

a. Assist you in selecting the Franchised Location.

b. Review the lease for the Franchised Location.

c. Designate your Exclusive Territory.

d. Furnish mandatory design specifications and layout criteria for the Franchised Location.

e. Furnish written specifications for the Medical Equipment, Clinic FF&E, Computer Systems, and all other goods and services necessary to begin your Model's operation.

f. Offer training as stated in Article 7.

g. In our sole discretion, we may inspect the construction before you open and charge our then-current Opening Help Fee.

h. In our sole discretion, we may have a representative present at the Franchised Location for additional guidance the day before the Clinic opens and two days after, for which you will pay the then-current Opening Help Fee.

i. Provide you with the information necessary to allow you to work with our bookkeeping service. (Franchise Agreement, Articles 3 and 5).

5.3 Services Offered by Us During the Operation

After opening either Model, we may:

a. Modify, update, or change the System, including (i) changes to the Healthcare Services offered at the Clinic; (ii) the adoption and use of new or modified lists of authorized and approved suppliers, trade names, trademarks, service marks, or copyrighted materials, (iii) changes to the Operations Manuals; and (iv) authorize new Healthcare Services, products, services, and the like.

b. Help you coordinate your grand opening activities.

c. Collect and administer the Brand Development Fees.

d. Provide feedback from our right to access certain information from your Computer System.

e. Periodically advise or offer guidance to you about your Clinic's operations.

f. Conduct quality control visits (both announced and unannounced) and use a "**secret shopper**" program.

g. Offer additional training, some of which may be mandatory.

h. At such time in the future, as we deem appropriate, we may hold an Annual Conference during which new ideas and other matters will be discussed.

Except as stated in this Article, we are not required to offer you any other services.

ARTICLE 6
PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY, AND FRANCHISOR'S OTHER RIGHTS

6.1 Proprietary Information

a. You acknowledge that you will receive knowledge of our proprietary matters, techniques, and business procedures necessary to operate either Model, without which information you could not effectively and efficiently operate. You further acknowledge that the operating methods used in your Model's operation are unique and novel to the System.

b. As used here and under both Models, "**Proprietary Information**" includes (i) Persons that are, have been, or will become franchisees or our investors; (ii) our proprietary method of opening, operating, and managing a Clinic; (iii) the identity of, contact information for your Patients understanding our right to keep such Patients with the System after the expiration, termination or Transfer of your Model as permitted by Applicable Law; (iv) the terms of and negotiations relating to past or current franchise agreements; (v) the System including the economic and financial characteristics of the System; (vi) any common law or statutory trademark, trade name, service mark, logo, and copyright rights; (vii) the Patient Lists; and, (viii); the Operations Manuals, the Marks and our licensing rights concerning them, and every other component of the System. Our Proprietary Information may be added to and revised from time to time at our sole discretion. Our Proprietary Information may be added to and revised from time to time in our sole discretion.

c. In consideration of the time and effort that we have spent to create the System, in consideration of the goodwill that has been generated as a result of such efforts, and for other good and valuable consideration, you agree that we retain ownership and control of all components of the Proprietary Information including all Patient Lists. To the greatest extent permitted by Applicable Law, we also retain the right to provide Healthcare Services to the Patients to your exclusion after the expiration, termination, or Transfer of your rights under this Franchise Agreement.

d. Nothing in this Franchise Agreement will be construed to require us to divulge any portion of the Proprietary Information except for purposes of helping you operate your Model.

e. You must not use the Proprietary Information in any other business or capacity other than the operation of your Clinic, and you may disclose Proprietary Information only to those employees, agents, and representatives that must have access to operate your Model.

f. You have the right to use the Proprietary Information only in the Exclusive Territory and only for so long as you will fully perform and comply with all of the conditions, terms, and covenants of this Franchise Agreement and our policies and procedures that we prescribe from time to time.

g. You acknowledge that we have the sole right to license and control your use of every component of the Proprietary Information. You also acknowledge that you have not acquired any right, title, or interest in or to any Proprietary Information component and will not acquire any such interest in the future. You are granted the limited, non-exclusive license to use the same only in the operation of your Model.

h. You will not copy any component of the Proprietary Information unless we authorize it in writing, which authorization may be granted or denied for any reason or no reason.

i. You will not, during any Term of this Franchise Agreement, at any time after a Transfer, or after the expiration or earlier termination of this Franchise Agreement, reveal any component of the Proprietary Information to any Person not otherwise authorized by this Franchise Agreement to see such information, and will implement all reasonable policies and procedures we require to prevent unauthorized use or disclosure of Proprietary Information.

j. We reserve the right to require each Franchisee Party to sign a nondisclosure and non-competition agreement.

k. All goodwill created, generated, or associated with your use of the Proprietary Information inures exclusively to our benefit.

6.2. Marks and Copyrights

a. You are granted the limited and nonexclusive right to use the Marks in connection with the operation of your Model.

b. Except as permitted in the Operations Manuals, you will not use any of the Marks as part of an electronic mail address or in or on Online Sites, and you will not use or register any of the Marks as part of an Internet domain name.

c. Any use of a Mark in advertising must be with our prior written approval as outlined in this Franchise Agreement and the Operations Manuals.

d. You will not directly or indirectly contest nor aid in contesting the validity of the ownership of the Marks, in any manner interfere with or attempt to prohibit our use of the Marks, any component of the System or derivatives thereof, or any of the Proprietary Information or any other name that is or becomes a part of our System; or, at any time interfere with the use of the Marks by our other franchisees or licensees.

e. You further agree to execute all additional documents and assurances reasonably requested by us in connection with our ownership and use of the Marks and agree to fully cooperate with us or any of our other franchisees or licensees in securing all necessary and required consents of any federal or state agency or legal authority.

6.3 Infringement

a. You will promptly notify us in writing of any possible infringement, unfair competition, or similar claims about the Marks or any component of the Proprietary Information.

b. Our IP Affiliate and we will have the right, in our sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use of the Marks, the System, or the Proprietary Information. Our IP Affiliate and we may commence or prosecute such action in our name and may join you as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and each component of the System. We will determine whether or not we wish to take any action against the third party. You have no right to demand or prosecute any claim against the alleged infringer.

c. Our IP Affiliate and we have the right to control any administrative proceedings or litigation involving a Mark licensed or sublicensed to you.

d. We will indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. We have no obligation to defend or indemnify you if the claim against you relates to your use of the Marks if such use violates the Franchise Agreement.

6.4 Business Name and Contact Information

a. You will not use the phrase "**Gameday Men's Health**," "**Ream,**" or any phrase that may be commercially similar, or any portion of the Marks in the legal name of your corporation, partnership, or any other business entity used in conducting business at or through your Model.

b. You also agree not to register or attempt to register or use a Mark using the above (or words similar to these phrases) without our prior written consent, which may be withheld for any reason or no reason.

c. You may do business as "[YOUR ENTITY NAME] (or other business entity) doing business as Gameday Men's Health _____ (city/county/state)" so long as this is only a "doing business as" or fictitious name designation, and not part of the business entity name.

d. You will not, without our express written permission, use our name, Marks, copyrighted information, or other Proprietary Information on any checks, employee records, employee applications, employee handbooks, or other items delivered to the employee.

e. You understand and agree that your Model's (and those of the Clinic to the extent permitted by Applicable Law) telephone number(s), URLs, social media locations you use in conjunction with your Model and the Clinic, Online Sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for your Model and the Clinic constitute a part of the System, are our property and not yours, and are subject to the restrictions of this Franchise Agreement. Accordingly, without our written approval, you will not change your Model's or the Clinic's telephone number(s), Online Sites, Patient Lists, and email addresses.

f. You will sign the Collateral Assignment of Contact and Electronic Information found in Exhibit 5, which grants us the absolute right to transfer to the contact information identified above. Upon the Transfer, expiration, or earlier termination of this Franchise Agreement, your Model's and the Clinic's telephone number(s), URLs, social media locations you use in conjunction with the Clinic, Online Sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for your Model and the Clinic will remain our property.

6.5 Modification, Discontinuation, and Goodwill

a. If our IP Affiliate or we, in our sole discretion, determine it necessary to modify or discontinue use of any Marks or any portion of the Proprietary Information or the System or to develop additional or substitutes for any such component, you will, within a reasonable time after receipt of written notice from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution. Failure to do so may result in the termination of the Franchise Agreement.

b. All goodwill associated with the Marks, the Proprietary Information, and any portion of the System, including any goodwill that might have arisen through your activities, will inure directly and exclusively to our, and as applicable, our IP Affiliate's benefit, except as otherwise provided herein or by Applicable Law.

6.6. No Use of Other Marks and other Limitations

a. No marks, logotypes, trade names, trademarks, or the like other than those specifically approved by us will be used by you in your Model's or the Clinic's identification, marketing, promotion, or operation.

b. You have the right to use the Marks, the System, and the Proprietary Information only in the Exclusive Territory and only for so long as you fully perform and comply with all of the conditions, terms, and covenants of this Franchise Agreement and our policies and procedures that we prescribe from time to time.

c. All other use of the Marks in advertising must be with our prior written approval as outlined in this Franchise Agreement and the Operations Manuals.

6.7 Protection of Marks, System and Proprietary Information

a. You agree to:

i. Fully and strictly adhere to all security procedures prescribed to protect and maintain the Marks, each component of the System, and all of the Proprietary Information.

ii. Disclose such information to your employees only to the extent necessary to make and market our products.

iii. Refrain from using any component of the Marks, the System, or the Proprietary Information in any other business or any manner not specifically authorized or approved by us in writing.

iv. Exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term of the Franchise Agreement.

b. You and your employees will also refrain from conducting any activity at your Model or the Clinic or taking any illegal action, which could damage or disparage the Marks or negatively impact the reputation and goodwill of the Marks or System.

c. You further agree to execute all additional documents and assurances in connection with the Marks, the System, and any portion of the Proprietary Information as reasonably requested by us and agree to cooperate with us fully or any of our other franchisees or licensees in securing all necessary and required consents of any Governmental Authority (including the USPTO) for the use of the Marks, any portion of the Proprietary Information, or any other component that are or become a part of the System.

d. Any breach of this Article may result in immediate termination for which no cure is provided.

6.8 Innovations by You

a. During the Initial Term or any Successor Term, you may create, design, or otherwise improve upon any portion of the System, the Marks, the Proprietary Information, or the like (**Innovation**). Any such Innovation is our sole and exclusive property. Upon creating or discovering such Innovation, you will immediately notify us in writing, describing the nature of the Innovation in detail. We have the sole and exclusive right to approve or disapprove of any such Innovation for any reason or no reason. If we approve of it, we may permit you to use the Innovation and may, in our sole discretion, permit any one or more franchisees or company-owned stores to use any portion of the Innovation.

b. You agree that as between you and us, or any third party, we own the right, title, and interest to the Innovation. You agree to take any action necessary to ensure that we obtain such right, title, and interest, so long as such action costs you nothing. To the extent that such ideas, concepts, techniques, or materials include copyrights (whether in common law or registered) or patents, the Innovation will be a "work-made-for-hire." To the extent the Innovation is not deemed a work-made-for-hire, you expressly assign to us all exclusive right, title, and interest in and to any portions of the Innovation without further consideration or any restrictions, liens, or encumbrances. To the extent any of the rights in and to any Innovation cannot be automatically assigned to us due to Applicable Laws, you will ensure that we are granted an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) to practice such non-assignable rights, including the right to use, reproduce, distribute, and modify any Innovation. To the extent any of the rights in and to such Innovation can neither be assigned nor licensed to us, you irrevocably waive and agree never to assert such non-assignable and non-licensable rights against us or any of our successors in interest. No rights of any kind in or to any Innovation are reserved to or by you, and none will revert to or be reserved by or on your behalf.

c. We are not obligated to pay you for the Innovation, though we reserve the right to do so without incurring the obligation to pay you or any other franchisee for any future Innovation.

ARTICLE 7
TRAINING

7.1 Initial Training

a. For the first franchise awarded to you and before you open, your Principal Operator and your Designated Manager, if any, must satisfactorily complete our initial training program within 30 days prior to the date your Clinic is scheduled to open ("**Initial Training**") at the location we designate. Initial Training is offered as needed to meet the needs of our franchisees but no more often than once each month. We provide Initial Training for no charge for up to three people, provided they all attend Initial Training at the same time.

b. Prior to opening your Clinic, each of your Medical Professionals and Clinic Director (the "**Medical Team**") must complete our then-currently required medical training ("**Medical Training**") provided by our approved training vendor at the location we designate. Under the DCO Model, you will pay our medical training vendor directly for the cost of your Medical Team to complete Medical Training. Under the MSO Model, you Medical Professional will pay the fees owed to the medical training vendor.

c. Initial Training is more specifically described in the Operations Manuals, handouts, email, or another format. We reserve the right to waive a portion of the Initial Training or alter the schedule if, in our sole discretion, we determine that you or your designated attendee has sufficient prior experience or training. We reserve the right to vary the length and content of Initial Training and Medical Training as we deem appropriate in our sole discretion based on the experience of the attendee. We shall determine the scheduling, exact duration, contents and manner of Initial Training and Medical Training in our discretion and may delay your attendance until a suitable time near the grand opening date for your Clinic in our discretion. All training may be offered in-person or virtually in our sole discretion.

d. You pay for all transportation and living expenses incurred while attending all training programs.

e. If you or your designated trainees fail to complete training to our satisfaction, we have the right to terminate your Franchise Agreement though all covenants of that agreement that must survive termination will survive.

f. We will make Initial Training available to replacement or additional Designated Managers, Principal Operators or non-medical staff during any Term. We reserve the right to charge our then-current Additional Personnel and Transferee Training Fee. You will also pay for any transportation and living expenses incurred during attendance at this training. The availability of this training is subject to space considerations and prior commitments to other franchisees.

g. If you propose Transferring your Model or any interest in your franchise rights, part of our approval process requires the transferee to attend Initial Training and pay the then-current Additional Personnel and Transferee Training Fee.

7.2 Additional Training, Seminars, and Other Education Development Programs

a. We may provide additional training at our discretion, and some of this training may be mandatory. Additional training can occur at any time and may include in-person training at your location, our location, or online. We will notify you of additional training and any fee to be charged.

b. You may request additional operating assistance. If we agree to deliver the same, you will pay our then-current Optional Training or Assistance Fee. We may increase these fees at any time by any amount after giving you no less than 60 days' prior written notice.

i. If we travel to you, in addition to the Optional Training or Assistance Fee, you will pay for our travel, room, and board. If we send more than one trainer, you will pay our then-current daily fee for each additional trainer plus their travel room and board.

ii. If you travel to us, the Optional Training or Assistance Fee will apply, and you will bear these costs for your travel, room, and board.

iii. In our sole discretion, this training may be delivered virtually.

c. We may provide bulletins, brochures, manuals, and reports, from time to time, regarding new developments, techniques, and improvements in Healthcare Services delivered to Patients and your Model's operation.

d. When we deem it appropriate, we may hold an Annual Conference at which attendance may be mandatory. You will be responsible for paying all expenses for travel, accommodations, food, and

other expenses incurred. Though none is now required, we may require you to pay an Annual Conference Attendance Fee in the future. We will notify you of this fee at least 60 days before the Annual Conference date, and reserve the right to the increase the Annual Conference Attendance Fee in the future. When it is known, you will be provided with the duration and location of such Annual Conference, the identities of those Persons who will present information at the Annual Conference, and the content of any seminars or information that will be delivered. Any Annual Conference will be held at a location we determine.

e. If we hold them, any local or regional meetings will last between one and two days and will be held at a location we determine that will be within a reasonable commuting distance from you. Any instructors at such meetings will be Persons we determine whose identities and backgrounds will be disclosed to you before the meeting.

7.3 Medical Personnel Continuing Education and Employees and Employee Training

a. The Initial Training and other training we offer is not intended to and does not provide any medical training or continuing education that Applicable Law may require of Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Healthcare Services and other services to Patients. You are solely required to enforce this requirement. If you breach this requirement, we reserve the right to terminate this Franchise Agreement without granting the opportunity to cure.

b. Your employees are not our employees. You are exclusively responsible for the performance of all matters concerning your employees, including hours worked, scheduling, paying taxes, purchasing workers' compensation insurance, and following all Applicable Law concerning the employer-employee relationship. By way of example and not limitation, we provide no advice, direction, or control over wages, benefits, hiring policies, supervision, promotion, discipline, termination procedures, scheduling, relationships, employee bookkeeping or records, and the like.

c. You are solely and exclusively responsible for properly training all employees in your Model's operation and management.

d. You may not, under any circumstances, use our name, Marks, copyrighted information, or other Proprietary Information on any checks, employee records, employee applications, employee handbooks, or other items delivered to the employee.

e. Under the DCO Model, you will post a sign in the Clinic acknowledging that the Clinic is independently owned and operated and acknowledging the status as your employees.

f. Under the MSO Model, you will confirm with all Clinic personnel that you are independent of its medical operations and are present only to provide non-medical independent-contractor management services. We may require you to post notices in the Clinic that confirm the same.

ARTICLE 8
QUALITY CONTROL

In addition to all other obligations and representations of yours that are outlined in this Franchise Agreement:

8.1 System Compliance

a. You agree to use the Marks, System, Operations Manuals, and the Proprietary Information and adhere to our standardized design and specifications for operating your Model.

b. You will follow the System, the Operations Manuals, and all other procedures we created and provided to you from time to time. You will not alter, change, or modify the System in any way without our prior written approval that we may grant or deny for any reason or no reason at all.

c. You will use the System, Marks, Manuals, and Proprietary Information only for your Model's operation and will not use them in connection with any other line of business or any other activity.

d. You will conduct no business at your Model or the Clinic other than that authorized under this Franchise Agreement.

e. Your employees and you will not conduct illegal activity at or through your Model.

f. You will only offer the Healthcare Services and other services or goods we approve. You will refrain from selling or offering for sale any other services or products of any kind or character without first obtaining our express written approval, which will be granted or denied for any reason or no reason at all.

g. You will purchase from our Affiliates, our approved vendors, or us, the Branded Products and other goods and services we require to be purchased from the same.

h. You will comply with all other contracts you enter into concerning your Model's operation with the understanding that your breach and failure to cure the breach of any material contract could result in the termination of this Franchise Agreement.

i. You will refrain from engaging in any trade practice or other activity that we determine to be a deceptive trade practice, harmful to the goodwill of the System or Marks, or that may reflect unfavorably on your reputation or that of other franchisees or us.

j. You will undertake the maintenance of the Clinic as often as necessary to maintain a clean, safe, and hygienic location and present a first-class image to the public.

k. You agree to cooperate and assist us with Patient and marketing research programs that we may institute from time to time. Your cooperation and assistance include distributing, displaying, and collecting Patient comment cards, questionnaires, and similar items.

8.2 Compliance with Applicable Laws

a. As stated in Article 1, the operation of the Clinic and the delivery of the Healthcare Services are highly regulated. As a material inducement for awarding franchise rights to you, you agree,

i. to comply with all Applicable Laws that regulate or affect the operation of your Model.

ii. you, and not we, are required to determine the Governmental Agencies with jurisdiction over the Clinic or its management and the identity and scope of all Applicable Laws and will adhere to the same.

b. You will enforce all applicable health and safety standards under Applicable Law.

c. **WE WILL NEVER PROVIDE OR DELIVER INFORMATION, DIRECTIONS, OPINIONS, MEDICAL DIRECTIVES, TREATMENT PLANS, OR PRESCRIPTION ADVICE AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY MEDICAL PROFESSIONALS.**

8.3 Inspections

a. Subject to all privacy obligations you must maintain with Patients and under Applicable Law,

i. you consent to reasonable inspections and audits at your management offices and the Clinic during normal business hours. As a result of such audits, we may find matters that require immediate attention. In such an event, you will update, revise, and change the Clinic, its practices, your management practices, or any other aspect of your Clinic's operation necessary to comply; and

ii. you will permit our agents or us at any reasonable time to remove from the Clinic samples of consumable inventory, medications (to the extent permitted by Applicable Law), and similar items without payment and in amounts reasonably necessary for testing by an independent laboratory or us. The samples will be used to determine whether each meets our then-current standards and specifications. In addition to any other remedies available to us under this Franchise Agreement, we may require you to bear the cost of such testing if the sample fails to conform to our specifications.

b. To the extent that any inspection or audit requires immediate remediation to ensure the safety of Patients, medical staff, Medical Professionals, and employees, you will do so as quickly as possible and at your sole expense. In addition, to the extent that such audit or inspection determines that the matter uncovered was an intentional breach of this Franchise Agreement, any Governmental Authority, or Applicable Law, we have the right to immediately terminate your rights under this Franchise Agreement with any right to cure.

8.4 Staffing, Appearance, and Patient Service

a. You must at all times have an adequate staff of Medical Professionals and others sufficient to provide all of the Healthcare Services and to satisfy Applicable Law. A Medical Professional must be available (in person, by phone, or another communication method) if required to satisfy Applicable Law.

b. You will give prompt, courteous, and efficient service to your Patients to preserve, maintain, and enhance the reputation and goodwill of your Model and the System.

c. You must have all personnel wear clean uniforms (subject to Applicable Law) conforming to such specifications we may designate, including color and design. All staff members must present a clean and neat appearance.

d. Under the DCO Model, you must purchase from an approved vendor, Affiliate, or us and must then maintain during each Term an adequate supply of products consumed in the Clinic's operation, including personal protective devices, dressings, disposable sharps, supplies, and all other items necessary to operate the Clinic from day to day. Under the MSO Model, you will audit the Medical Professional to ensure that the Person has adequate supplies of the same at all times.

e. You will hire sufficient employees and other staff necessary to operate the Clinic at its maximum capacity.

f. You will have no jukeboxes, games of chance, video games, newspaper racks, children's rides, telephone booths, cigarettes, gum, candy, or other vending machines installed in or at the Clinic.

8.5 Timely Delivery of all Reports and Fees

You will timely deliver all reports and fees as required in this Franchise Agreement or the Operations Manuals.

8.6 Compliance with all Terms of this Franchise Agreement

You agree to comply with all covenants and duties placed upon you by this Franchise Agreement.

8.7 Hours of Operation

Unless otherwise mutually agreed in writing or required by Applicable Law, you must operate the Clinic during such hours, and on the days the Operations Manuals require. All days and hours of minimum required operation are subject to change at our discretion.

8.8 Modification, Pricing, and Gift Cards

a. We may reasonably change or modify the System, the Operations Manuals, the Marks, and Proprietary Information, and you agree to accept, be bound by, use, implement, and display any such changes. You will make whatever expenditures are reasonably required to implement the same.

b. We currently do not set minimum or maximum prices for any products, goods, or services, but reserve the right do so in the future. We may also suggest pricing schedules from time to time. **Using our suggested prices does not infer that you will optimize Gross Revenue or profits.**

c. We do not now, but may in the future require all franchisees and you to participate or maintain participation in gift card, coupon, or customer incentive programs. If we do this, we will give you no less than 30 days' prior written notice.

8.9 Disclosure

We can disclose any information concerning your franchise and your Model in our disclosure documents, including your name, address, telephone number, financial, and other information.

8.10 Variances

a. We may approve exceptions or changes in and to the uniform standards when we believe it necessary or desirable under particular circumstances. You have no right to object to such variances or obtain the same variances for yourself.

b. From time to time, we may also allow certain services or products not otherwise authorized for general use as part of the System to be offered locally or regionally based on such factors as we determine, including market testing, your qualifications, and regional and local differences.

8.11 Membership Programs

You agree to only sell memberships on the terms and conditions that we specify which we may change in our sole and absolute discretion. You agree that all membership agreements signed by your customers are subject to our written approval and that we may revoke our approval. The membership agreements to be signed may be required to include, among other things, the forms you use must be approved by us. We may require, among other terms, that the membership agreement include a reciprocity provision that permits members from your Clinic to use other facilities and permits another facility's members to also use your Clinic; (ii) a waiver and release of all known and unknown claims against us and our affiliates and subsidiaries, and our their respective members, officers, directors, agents and employees and (iii) a statement identifying that your Clinic is an independently-owned franchised location. You acknowledge and agree that we also have the right to prohibit or cancel memberships you sell that will expire beyond the expiration date of the Initial Term of this Franchise Agreement or any exercised Successor Franchise Term. You are responsible for all refunds or liabilities to its members due to the cancelation of memberships as provided in this section.

8.12 No Warranties

Any products, goods, services, inventory, or equipment purchased by you through us or our Affiliates will be subject only to manufacturers' warranties. **OUR AFFILIATES AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE MEDICAL EQUIPMENT, CLINIC FF&E, CONSUMABLES, OR PRODUCTS PURCHASED BY YOU FROM AN AFFILIATE, AN APPROVED SUPPLIER, OR US, AND YOU SPECIFICALLY WAIVE ANY WARRANTIES, EXPRESS OR IMPLIED OF ANY NATURE OR KIND TO THE FULLEST EXTENT PERMITTED BY STATE OR FEDERAL LAW.**

8.13 Non-Compliance Fee

You acknowledge the importance of every standard and operating procedure to the reputation and integrity of the System and the goodwill associated with the Marks. In the event we become aware that your Business is not in compliance with any required standards, we shall send you written notice of your default or non-compliance. In addition to our other rights and remedies, you will be required to pay a non-compliance fee of up to $500 per occurrence plus up to $100 per day that your Business remains out of compliance following the cure period that we provide in your notice until the earlier of the date: (i) you bring your Business back into compliance; or (ii) we terminate this Franchise Agreement. This non-compliance fee will be paid by you to the Brand Development Account. Nothing in this Section shall limit or waive any right we have under this Franchise Agreement including our rights to termination.

ARTICLE 9
TRANSFERS

9.1 Sale or Assignment by Us

a. This Franchise Agreement and all rights and obligations under it are fully saleable, assignable, and transferable by us. If sold, assigned, or transferred, the terms of this Franchise Agreement will be binding upon and inure to the benefit of our successors and assigns.

b. We may be sold or may sell any portion of or all of our System, Proprietary Information, or other assets to a competitor or any other entity. Also, we may go public, engage in a private or other placement of some or all of our securities, and merge, be acquired, or acquire other entities or assets that may be competitive with the System. We may undertake any refinancing, leveraged buy-out, or other

transaction. We may also change our business structure and add and remove equity owners at will. You waive all claims, demands, and damages concerning any transaction allowed under this Section or otherwise. You will fully cooperate with any proposal, merger, acquisition, conversion, sale, or financing.

9.2 Transfer by You

a. This Franchise Agreement is personal to you and has been signed by us in reliance on and in consideration of your qualifications and representations. Therefore, this Franchise Agreement, any of its rights or privileges, or your assets (outside the normal course of business), any equitable, capital, voting, non-voting, or other interest in you may be Transferred or divided in any manner by you or anyone else only with our express written permission.

b. The term "**Transfer**" includes the voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition by you (or by any of your equity owners) of any interest in (i) this Franchise Agreement; (ii) the equity ownership as stated in Exhibit 1 that results in a Change of Control; or (iii) any assets of your Model (other than in the normal course of business). A "**Transfer"** also includes (iv) a transfer as a gift to any Person; (v) a transfer resulting from a divorce, insolvency, or business-entity dissolution proceedings; (vi) by operation of law; (vii) in the event of the death, transfer or disposition by will or under the laws of intestate succession; (viii) by the declaration of or transfer in trust; (ix) the pledge of any of interests described in this paragraph as a security interest; (x) as the result of any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of you; and, (xi) by any other direct or indirect means. The "**Proposed Transferee"** is the Person that intends to purchase any such interest under a permitted Transfer.

c. To obtain written approval for a Transfer, you will provide us with all documentation relating to the "**Proposed Transfer,**" including the exact terms of the agreement and any written information or documents about the Proposed Transferee. We will notify you of our decision within 30 days after receiving all of the requested information. The proposed Transfer is disapproved if we do not respond within these 30 days.

d. If a Proposed Transfer is only among existing natural-person franchisees, existing shareholders or members of a corporation, limited liability company franchisee or other business entity, or among existing partners of a partnership franchisee, and if there is no Change of Control, then there will be no Transfer Fee, we will not be entitled to exercise our "**Right of First Refusal**" which is described below, but we may require the Proposed Transferee to sign a guaranty if they have not already done so. However, all other conditions required to approve a Proposed Transfer will apply. If the Proposed Transfer does not meet one or more of these requirements, the payment of the Transfer Fee applies, we reserve the right to exercise the Right of First Refusal. All other conditions to the approval of a Proposed Transfer will apply.

e. Each certificate of a corporate or limited-liability-business-entity franchisee will have endorsed upon its face a legend stating that the Transfer thereof is subject to the restrictions of this Franchise Agreement. You agree to provide us with a copy of each such certificate to ensure compliance with this provision.

9.3 Conditions to Approval of any Transfer

a. In determining the acceptability of the Proposed Transferee, we will consider, among other things, our then-current standards for new franchisees, including the net worth, creditworthiness, background, training, personality, reputation, and business experience of the Proposed Transferee, the terms and conditions of the Proposed Transfer, and any circumstances that would make the Proposed Transfer contrary to our Reasonable Business Judgment or the best interests of the System.

b. We may meet with the Proposed Transferee and candidly discuss all matters relating to the Franchise Agreement and your Model. You or a Proposed Transferee will not rely on us to review or evaluate any Proposed Transfer. We will not be liable to you, the Proposed Transferee, or any other Person relating to the Transfer because of such review.

c. As conditions to any Transfer, you agree as follows,

i. you will notify us of the Proposed Transfer by sending us written notice and by enclosing a copy of the written offer from the Proposed Transferee;

ii. you will also notify the Proposed Transferee that we will be reviewing the Proposed Transfer;

iii. you must be in Compliance with this Franchise Agreement and not be in default hereunder at the time you request the Transfer;

iv. all accounts payable and other monetary obligations to Affiliates, any subsidiaries, or us must be paid in full;

v. you must have timely submitted all required reports, financial statements, and other documents;

vi. if approved, the Proposed Transferee must sign the then-current form of the franchise agreement, **which may contain terms, covenants, and conditions that are significantly different from those found in this Franchise Agreement**;

vii. the Proposed Transferee must attend Training and pay our then-current Additional Personnel and Transferee Training Fee. The Proposed Transferee will also pay for his travel, room, and board expenses for such training;

viii. you must pay the Transfer Fee; and,

ix. you and each of your owners must execute the then-current form of general release for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. A copy of the now-current form of general release is attached as Exhibit 6.

d. Regardless of the Transfer, all covenants found in this Franchise Agreement that must survive such Transfer to remain enforceable, including any post-term covenant not to compete, any indemnification covenants, confidentiality obligations, and the provisions relating to dispute resolution will survive and continue to be your obligations. This means that you may remain liable for such violations and may be required to indemnify us as a result.

9.4 Invalidity of Transfers

a. An Involuntary Transfer or any attempt by you to complete a Transfer in violation of this Franchise Agreement is not binding on us and is grounds for termination without the right to cure.

b. You agree not to grant a sub-franchise under this Franchise Agreement or otherwise license or permit others to use this Franchise Agreement, the Clinic, or any of the rights derived by you under this Franchise Agreement.

c. You agree that using this Franchise Agreement as security for a loan or otherwise encumbering this Franchise Agreement is prohibited unless we specifically consent to any such action in writing before the proposed transaction.

9.5 Death or Incapacity

Upon your death or Permanent Disability, the executor, administrator, conservator, guardian, or personal representative of such Person will Transfer your interest in this Franchise Agreement and such interest in the business-entity Franchisee to an approved third party who may be the heirs or successors of the deceased or disabled individual. Such disposition (including Transfer by operation of law, intestacy, bequest, or inheritance) must be completed within a reasonable time, not to exceed 180 days from the date of death or Permanent Disability, and is subject to all terms and conditions applicable to Transfers contained in this Article as though the Proposed Transferee was being introduced to us by the deceased or Permanently Disabled Franchisee; provided, however, that for purposes of this Section, there no Transfer Fee will be charged.

9.6 Right of First Refusal

To the fullest extent permitted by Applicable Law, if you receive a proposal to Transfer or you wish to Transfer, you agree the same is subject to our 30-day right of first refusal (**Right of First Refusal**) to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written offer for the Transfer, provided, however, the following additional terms and conditions shall apply,

a. you will notify us of such offer by sending a written notice to us enclosing a copy of the written offer from the Proposed Transferee;

b. the 30-day Right of First Refusal period will run concurrently with the period in which we have the right to accept or not accept the Proposed Transferee;

c. such Right of First Refusal is effective for each Proposed Transfer, and any material change in the terms or conditions of the Proposed Transfer shall be a separate offer on which a new 30-day Right of First Refusal shall be given to us;

d. if the consideration or manner of payment offered in a Proposed Transfer is such that we may not reasonably be required to furnish the same, we may purchase the interest for the reasonable cash equivalent. If the Parties cannot agree within a reasonable time on the cash value of the consideration proposed to be paid by the Proposed Transferee, an independent appraiser shall be designated by us, whose determination will be binding upon the Parties. All expenses of the appraiser will be paid equally between us; and

e. If we choose not to exercise the Right of First Refusal, or if Applicable Law prohibits our exercise of this right, you will be free to complete the Transfer, subject, however, to your compliance with this Article. Our failure to reply to such Right of First Refusal within the 30 days means we have waived our Right of First Refusal. Unless specifically prohibited by Applicable Law, we may exercise our rights under this Section to operate under either Model.

9.7 Transfer After Retaking Possession

a. In some cases, you will make a Transfer under this Article but will agree to finance part of the consideration offered to you by the Transferee. In such an event, you may agree that if the Transferee fails to perform under your financial arrangement, you can retake possession of your Model. In such circumstances, and even though we may have approved of the original Transfer after reviewing the transfer documents, if you retake possession of the Model, you will be permitted to operate it temporarily and as though you were the Designated Manager under the Transferee's franchise agreement. In such an event, you must apply to us within 30 days of retaking possession as a new Proposed Transferee. We will then have the right to evaluate granting you new franchise rights in the same manner as we would a Proposed Transferee. This evaluation will include a review of the situation using our Reasonable Business Judgment. We will also have the rights granted under Article 9.

b. **IN SOME CASES, WE MAY NOT APPROVE OF YOU AS A TRANSFEREE, THE RESULT BEING THAT YOU WILL BE REQUIRED TO CLOSE THE BUSINESS. THERE IS NO GUARANTEE OF APPROVAL BY US.**

ARTICLE 10
DEFAULT AND TERMINATION

10.1. Termination by Franchisor - Effective upon Notice

Unless otherwise stated, the terms of this Article apply to both Models.

Subject to your state's law concerning the termination of a franchise relationship (if any), we have the right, at our option and in our sole discretion, to (i) terminate this Franchise Agreement and all rights granted you hereunder; (ii) to terminate your right to operate your Model without terminating this Franchise Agreement; or, (iii) to exercise any other rights that we may have in law or equity all without affording you a right to cure (unless otherwise stated) upon the occurrence of any of the following events (each of which shall constitute a material event of default under this Franchise Agreement):

a. You cease to operate your Model or otherwise abandon your Model for 14 consecutive days, or any shorter period that indicates your intent to discontinue operation, unless and only to the extent that an act of Force Majeure suspends full operation of your Model.

b. You become insolvent, as that term is commonly defined using generally accepted accounting principles, consistently applied; are adjudicated a bankrupt; if any action is taken by you or by others against you under any insolvency, bankruptcy, or reorganization act; or if you make an assignment for the benefit of creditors or a receiver is appointed by you. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq. If, for any reason, this Franchise Agreement is not terminated under this Article 10, and the Franchise Agreement is assumed, or assignment of the same is made to any Person that has made a bona fide offer to accept Transfer of the Franchise Agreement under the U.S. Bankruptcy Code, then we will be given no less than 20 days' notice of such Proposed Transfer setting forth, (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption; and, in any event, within ten days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will thereupon have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of this Franchise Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Franchise Agreement.

c. You are made subject to a material judgment or award (or several judgments or awards which in the aggregate are material) which remain(s) unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed) or if execution is levied against your Model, any of the property used in the operation of your Model, or the business entity franchisee and is not discharged within five days.

d. You are convicted of, or plead no contest to, a crime involving moral turpitude; are convicted of, or plead no contest to, a felony of any nature; or are or are arrested for, convicted of, or plead no contest to, any other crime (whether a misdemeanor, or felony) or civil offense that is reasonably likely, in our sole opinion to unfavorably affect the System, Marks, Proprietary Information, or the goodwill or reputation thereof.

e. You fail to follow Applicable Law concerning any aspect of the operation and management of your Model or are issued a citation or other notice of violation or breach of one or more Applicable Laws and then fail to cure the same within the time permitted by Applicable Law or the notice. If, however, the breach of Applicable Law allows no right to cure, we will exercise our rights under this Article immediately and without granting any additional cure rights. If your failure to follow Applicable Law is intentional, then regardless of the language of the Applicable Law regarding cure or the allowance of any other remedy, we retain the option in our sole discretion to terminate your rights under this Franchise Agreement immediately and without any right to cure.

f. Your Medical Professionals or other medical staff fail to complete continuing education, resulting in such Person losing the right to perform their duties at the Clinic.

g. You breach any term, covenant, or condition of your MSA, resulting in you being denied the right to manage the Clinic (whether temporarily or permanently).

h. You fail to pay any Royalties, advertising fees, or any other amounts due us, including any amounts which may be due as a result of any other agreements between you and us, within five days after receiving notice that such fees or amounts are overdue.

i. You misuse or fail to follow our direction and guidelines concerning the use of, and the confidentiality of, the Marks, any component of the System, or any Proprietary Information, and fail to correct the misuse or failure within five calendar days after notification from us. If your violation of this subparagraph is intentional, there will be no five-day right to cure the breach.

j. You intentionally or negligently disclose any component of the System, the Marks, or any of the Proprietary Information to any unauthorized Person.

k. During a Term, you received two written notices of default as to any term, covenant, or condition (or a combination thereof) of this Franchise Agreement and are again in default of the same or any other term, covenant, or condition of this Franchise Agreement, even if all prior breaches were timely cured;

l. You attempt to or actually complete a Transfer without permission or suffer an Involuntary Transfer or otherwise violate the terms of Article 9.

m. You violate any Applicable Law related to your relationship with your medical staff, Medical Professionals, or other staff or employees.

n. You made any misrepresentations relating to the acquisition of your rights under this Franchise Agreement.

o. You violate any covenant or condition of Section 1.6 above.

p. You violate any term, covenant, or condition of your lease, resulting in the loss of your tenancy.

q. An inspection of your records disclosed an understatement of payments of 3%. If the inspection reveals an intentional understatement, then regardless of the percentage it bears to your Gross Revenue, the same will be a breach for which no cure is given.

r. You violate any other term, covenant, or condition of this Franchise Agreement that contains its own cure (or no-right-to-cure) provision and then fail to cure within the time provided therein.

s. You engage in any unauthorized business or business practice or sell any unauthorized Healthcare Services, products, or other services under your Model or from the Clinic.

t. You engage in any activity, take any action, fail to take any action, fail to pay taxes, fail to pay employees, or otherwise, the consequence of which has an adverse effect on the System, the Proprietary Information, or the Marks, or which otherwise disparages the System, the Proprietary Information or Marks or the goodwill associated with them.

u. There is a violation of subparagraph 10.3 below.

v. You fail to deliver any reports or documents due under this Franchise Agreement and then fail to cure the same after receiving written notice giving you ten days to cure the same.

w. You fail to add new Healthcare Services, goods, other services, technology, or changes to the System after we have notified you in writing.

x. You fail, refuse, or neglect to obtain prior written approval or consent as this Franchise Agreement requires.

y. We must exercise our indemnification rights under Article 14.

z. Your Medical Professionals, medical staff, you, and any other Person required to carry insurance fail to purchase or maintain such insurance.

10.2. Termination by Us - Ten Days' Notice

a. We have the right to terminate this Franchise Agreement (subject to any state laws to the contrary, in which case such state laws will prevail) effective upon 10 days' written notice to you if you breach any term, covenant, or condition of this Franchise Agreement not otherwise identified in Section 10.1 and fail to cure the default during the 10 days, each of which shall constitute a material event of default under this Franchise Agreement.

b. After the passage of the 10 days without a cure, this Franchise Agreement will terminate without further notice to you.

10.3 Cross Default

a. If you are a party to any other agreements with us or an Affiliate (except for an Area Development Agreement), and if such agreement is breached and not timely cured within the period permitted in such document with the result being the termination of that agreement, we have the right to terminate this Franchise Agreement and all other franchise agreements without affording you any additional right to cure.

b. If you violate the terms, covenants, or conditions of any other contract or agreement with a third party (including the MSA) that is unrelated to us but which is material to the operation of the Clinic, including any real property or equipment lease (**Third Party Contract**), and fail to cure any such breach within the time permitted under such Third Party Contract, and as a result, you are unable (i) to manage or operate your Model in the manner that you were able to before the breach of the Third Party Agreement; or (ii) to operate any Model under a separate franchise agreement, then upon termination of said Third Party Contract, this and all other franchise agreements with us may, in our sole and exclusive discretion, also be terminated at the same time as the Third Party Contract terminates. You will provide us with immediate notice in the event of the termination of such a material agreement.

10.4 Diligent Pursuit of Cure and Applicable Law Limitations

a. If the breach is one for which cure is provided above, and if you undertake the cure within three days of the date that you receive our notice, and if you continue to pursue such cure in good faith but are unable to complete the cure within the period provided in this Franchise Agreement, you will be given up to an additional 30 days after the end of the first cure period within which to complete such cure. If you fail to pursue the cure during this additional period or are unable to complete such cure within this additional time, then we have the right to terminate the Franchise Agreement without further notice to you.

b. We retain the right, in our sole discretion, to grant extended time to cure. In such an event, however, we will not have waived our rights to later strictly enforce any right to cure, to deny you the right to cure a future breach for which no cure is provided, or to take such action as is allowed to us by this Franchise Agreement if you fail to cure during the extended period granted to you.

c. If the Event of Default is one for which cure is provided, then during the period of cure, we have the right to suspend our performance of any of our obligations under this Franchise Agreement, including the supply of any online services, online advertising, web-page hosting, and the sale or delivery of any goods, services or products until you correct the breach. If, however, providing our services to you is necessary for you to pursue and complete cure, then we will not withhold such services but will continue the same to allow you to complete such cure.

d. **If the right to cure is provided under this Franchise Agreement, but Applicable Law allows or requires a shorter cure period or denies a cure at all, then Applicable Law will apply, and your right to cure may be curtailed or extinguished.**

10.5 Our Rights to Damages

Upon your failure to cure an Event of Default within the time specified above, or if no cure is provided, we may proceed to enforce any or all of the following non-exclusive remedies or any other remedy, claim, cause of action, award, or damages allowed by law or in equity, with the understanding that the pursuit of one remedy is not an election of remedies to the exclusion of others, and is not a waiver by us to pursue additional remedies as all remedies are cumulative and are not exclusive:

a. Bring one or more actions for, lost profits as measured by the Royalties and other fees that would have been due and payable had a breach not occurred; penalties and interest as provided for in this Franchise Agreement; and for all other damages sustained by us because you breached this Franchise Agreement.

b. Accelerate the balance of any outstanding installment obligation due and bring an action to collect the entire accelerated balance.

c. Subject to the terms of Article 16, bring an action for a temporary or permanent injunction or for specific performance to stop you from engaging in prohibited actions, including (i) improper use of the Marks or System; (ii) unauthorized assignment of the Franchise Agreement; (iii) violation of any of the restrictive covenants; and (iv) your failure to meet or perform your obligations at the expiration, earlier termination or Transfer of this Franchise Agreement.

d. Terminate this Franchise Agreement and proceed to enforce our rights under the appropriate provisions, including our right to obtain damages.

e. We also have the right to refrain from terminating this Franchise Agreement, but retain the right to enforce our rights to deny your use of the Proprietary Information or the right to operate your Model, and in so doing, retain our rights to current and future damages (as the same may be proven).

f. If you operate your Model after Transfer, termination, or expiration, use any of the Marks or any component of Proprietary Information or System, or violate any covenants that survive such expiration, earlier termination, or Transfer, then, in addition to any remedies provided above, and in addition to any other remedies in law or equity (all of which will be cumulative and will not be deemed to be an election of remedies to the exclusion of other remedies), our remedies will include recovery of the greater of, (i) all profits earned by you in the operation of a business using our Marks or any component of the Proprietary Information or System; and (ii) all other damages as may be proven.

g. Notwithstanding anything in this Franchise Agreement to the contrary, to the extent that state law requires us to purchase some or all of your assets at Fair Market Price upon the expiration or termination of this Franchise Agreement, we agree to repurchase your assets at their Fair Market Price.

10.6 Waiver of Jury Trial and Certain Damages

a. YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.

b. Each Party agrees that it has the right to seek damages in addition to the actual monetary loss that can be proven, including consequential, exemplary, and punitive damages. Being advised of the same, we each waive such damages that may be in addition to any actual monetary damages suffered even if either of us is informed that such damages may be available, except if you are required to indemnify us under Article 14 and if as a result of the action underlying the indemnification, such damages are awarded to the injured party, then you agree that indemnification will cover such damages. If such damages are awarded through arbitration regardless of the terms of this Franchise Agreement, and if such award is not deemed to be outside the scope of what is permitted by this Article or this Franchise Agreement, then any constitutional, statutory, or other limitations on punitive, exemplary, multiple, or similar damages will apply.

10.7 State or Federal Law Prevails

If any mandatory provisions of governing state law prohibit termination of this Franchise Agreement as described here, or if the same otherwise limit our rights to terminate by imposing different rights or obligations as are found herein, then such mandatory provisions of state law will be incorporated into this Franchise Agreement by reference and will prevail over any inconsistent terms. If no such law exists, or if such law exists but permits you to agree to abide by the termination provisions as set forth herein instead of that state law, then you and we will be subject to the terms of this Franchise Agreement. If by electing the alternative dispute resolution provisions of Article 16, it is determined your, and our choice of law, venue, jurisdiction, and other provisions preempt Applicable Law to the contrary, then the choices made by you and us will prevail to permit the limitations identified in this Franchise Agreement.

10.8 Independent Covenants

a. You agree that you will not withhold payments of Royalties, advertising fees, or any other amounts of money owed to us for any reason, even including a claim by you of the alleged nonperformance by us of any obligation hereunder.

b. All terms, covenants, and conditions in this Franchise Agreement are independent of each other.

10.9 Action Against Franchisor

Subject to the limitations of actions as found in this Franchise Agreement that requires you to take any action before the expiration of the time limit found therein, before starting any dispute resolution procedure against us or any of our officers, agents, or employees, you agree first to give us or our officers, agents, or employees 60 days' prior written notice and an opportunity to cure any alleged act or omission within that time. If such an act or omission cannot be cured within the 60 days, and we or our officers, agents, or employees diligently pursue cure, you will give us or our officers, agents, or employees an additional 30 days to complete the cure. If we fail to complete such a cure in a timely fashion, you have such rights as permitted under this Franchise Agreement.

ARTICLE 11
OBLIGATIONS OF FRANCHISEE UPON TRANSFER, TERMINATION, OR EXPIRATION

11.1 Obligations

Upon a Transfer, termination, or expiration of this Franchise Agreement, you will cease to be a licensed Franchisee and will immediately,

a. pay for all product purchases, advertising fees, and other charges and fees owed or accrued to us;

b. refrain from holding yourself out as a franchisee and immediately cease to advertise or in any way use the System, the Marks, any materials, designs, logos, methods, procedures, processes, and other commercial property and symbols or promotional materials provided by or licensed to you by us;

c. take all steps necessary to disassociate yourself from the System and your Model, including modifying the interior or exterior of the Franchised Location to distinguish it from the standard or common appearance of franchised Clinics and removing signs and destroying all letterhead;

d. take such action as is necessary to amend or cancel any assumed name, fictitious name, business name, or equivalent registration which contains any trade name or Mark of ours or in any way identifies you as being affiliated with the System;

e. notify all suppliers, utilities, creditors, and concerned others that you are no longer affiliated with us, the System, or the Franchise, and provide proof to us of such notification; and,

f. within seven calendar days, return to us by first-class, prepaid, certified, return receipt requested, United States Mail, all Manuals (including originals and any copies), all training, advertising, promotional aids, materials, and all other printed materials concerning the operation of your Model and the Patient Lists.

g. We will also exercise our rights under the Collateral Assignment found in Exhibit 5. If the telephone company, website manager, hosting agent, and other listing or Internet agencies fail to accept the Collateral Assignment, this covenant serves as your election of us as your attorney-in-fact (coupled with an interest) as evidence of our exclusive rights in and to the same. If your state requires specific information be included in this Franchise Agreement or a particular document be executed to perfect our rights as your attorney-in-fact, you and we agree that this Franchise Agreement is amended to include such language or document, and you and we will cooperate to ensure that such document is executed;

h. The terms of this Article survive the Transfer, expiration, or earlier termination of the Franchise Agreement.

11.2 Additional Matters

Upon a Transfer or the expiration or earlier termination of this Franchise Agreement for any reason,

a. no payment will be due to you from any source on account of any goodwill or other equity claimed by you arising from your operation or ownership of your Model or the rights granted you under this Franchise Agreement;

b. no fees, charges, Royalties, advertising fees, or other payments of any kind from you to us will be refundable in whole or in part; and,

c. you will have no equity or other continuing interest in this Franchise Agreement or the franchise relationship.

ARTICLE 12
FIRST RIGHT TO PURCHASE

a. Except as otherwise provided in Article 9, which will prevail in the instance of a Transfer, upon expiration or the earlier termination of this Franchise Agreement, you grant to us the right to acquire, in our sole discretion, all or any part of your inventory, equipment, signs, and accessories, and other personal property relating to your Model or the Franchise Agreement at the then-existing Fair Market Value of such furniture, fixture, equipment, or item as of the date of the expiration or termination of this Franchise Agreement.

b. We must exercise this option within 30 days of such expiration or termination by giving written notice to you of our intent to exercise our option to purchase. Unless otherwise agreed by you, the purchase price as determined hereunder will be paid in cash within the option period.

c. If we have not notified you of our election to exercise this option within the 30 days, it will be conclusively presumed that we have elected not to exercise our option, and you are then free to sell or Transfer such assets to any person or entity on such terms as you may so choose.

ARTICLE 13
RELATIONSHIP BETWEEN THE PARTIES

a. In all matters between you and us, your Medical Professionals, staff members, and us, or between you, your Medical Professionals, staff members, and the public, you are an independent contractor. Nothing in this Franchise Agreement or the franchise relationship constitutes a partnership, agency, joint venture, employment relationship, or another arrangement between us.

b. There is no fiduciary relationship between you and us, between your Medical Professionals, staff members, and us, or between the public and us.

c. No Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

d. You and we will not act or have the authority to act as agents for the other. Neither you nor we guarantee the other's obligations or in any way become obligated for the debts or expenses of the other.

e. You are solely and exclusively responsible for managing and controlling your Model, and the relationship between your employees, Medical Professionals, staff, and the public. Your day-to-day operations are solely and exclusively within your control and not ours.

f. The Parties agree not to hold themselves out by action or inaction contrary to the preceding.

g. None of your employees are our employees, and each employee must be notified.

h. You agree to post promptly and maintain any signs or notices specified by us or by Applicable Law indicating the status of the Parties as described above. You will further inform all of your personnel, regardless of their title or status, that you are solely and exclusively responsible for the management of any personnel.

i. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

ARTICLE 14
INDEMNIFICATION

a. Unless a Claim results from our gross negligence or willful misconduct, you agree to hold us harmless and will indemnify and defend us (the "**Indemnified Parties**"), against, and will reimburse us for all "**Claims**" (as defined below), directly or indirectly by act or omission to act arising out of your operation of your Model or your business including without limitation Claims, (i) by your employees or Patients; (ii) resulting from your breach of any agreement with a third party that results in our being named in the Claim; (iii) a Claim of premises liability, vicarious liability, assertion of co-employment, accidental

agency, and the like; (iv) a claim of medical malpractice; (v) your use of the Marks, the System, and the Proprietary Information; (vi) your failure to comply with the determination or direction of a Governmental Authority; (vii) your failure to comply with all Applicable Laws relevant to the management or operation of the Clinic; (viii) your failure to hire and retain the Medical Professionals required by Applicable Law; (ix) an Claim that a Patient was served by a non-Medical Professional, when in fact, a Medical Professional should have worked with the Patient; (x) your failure, the failure of your Medical Professional, or the failure of your management group (under the MSO Model) to carry all of the insurance required by this Franchise Agreement or by Applicable Law; or, (xi) as a result of your performance or failure to perform under any other term, covenant, or condition of this Franchise Agreement. "**Claims**" include any legal or equitable claim, obligation, liability, cause of action, damage, award, judgment, cost (including reasonable attorney's fees, court costs, and expert witness fees), expenditures of funds by us, or loss suffered by us because of an indemnifiable Claim.

b. Included in this indemnification is the reimbursement to us or direct payment by you of any award, damages (including punitive, consequential, special, or similar damages), and costs reasonably incurred in defense of any claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

c. We have the absolute right to defend any such Claim and have the right to have counsel of our choosing, the reasonable cost of which will be borne by you.

d. This indemnity will continue in full force and effect after and notwithstanding the Transfer, expiration, non-renewal or termination of this Franchise Agreement and will continue for any applicable limitation-of-actions statute.

e. **Further, should any Claim result in the granting of exemplary, punitive, or consequential damages, the same will be covered under this Article, and you will reimburse us for such damages regardless of any language to the contrary in this Franchise Agreement.**

ARTICLE 15
RESTRICTIVE COVENANTS

15.1 In-Term Covenant Not to Compete

a. You and we share a common interest in avoiding situations where Persons who are (or have been) franchisees within the System operate or otherwise become involved with a similar Competing Business either during a Term or after the Transfer, expiration, or earlier termination of this Franchise Agreement. Similarly, you and we want to protect our Proprietary Information, trade secrets, and similar information from misuse or in a Competitive Business.

b. Therefore, during the Term of this Franchise Agreement, you will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business wherever located, except with our prior written consent which consent may be granted or withheld for any reason or no reason at all.

15.2 Post-Term Covenant Not to Compete

a. Upon a Transfer, or the expiration or earlier termination of this Franchise Agreement, and for 24 full months after that, you will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder

of Competitive Business that is within your Exclusive Territory or the territory of another franchise, an Affiliate, or us, or within five miles of the perimeter of your Exclusive Territory, or five miles of the perimeter of the territory of another franchisee, an Affiliate, or us.

b. If the date of the Transfer, expiration or earlier termination is other than the first day of a month, then the 24 months of non-competition will increase by the number of days remaining in that month.

15.3 No Disclosure

You further agree that during the Initial or Successor Franchise Term, or at any other time after a Transfer or the expiration or termination of this Franchise Agreement for any reason, each will refrain from making any unauthorized disclosure or use of the Marks, any component of the System, or any portion of the Proprietary Information.

15.4 No Diversion

During the Term of this Franchise Agreement, for 24 full months following a Transfer or the expiration or termination of this Franchise Agreement for any reason, and in the area described in paragraph 15.2 above, you covenant and agree that you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any Person,

a. divert or attempt to divert any business to a Competitive Business; or,

b. do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, the System, or both.

15.5 Reasonable Restriction and Savings Clause

a. The covenants found in this Article are intended to be a reasonable restriction on you. You and we agree that these restrictions protect the entire franchise System from unfair competition and the goodwill, time, and effort we spent creating the System and the Proprietary Information. In fact, we would not have shared such information with you unless you agreed to be bound by this Article 15.

b. You further agree that you have skills of a general and specific nature and have other opportunities or will have other opportunities to use such skills and that the enforcement of these covenants will not unduly deprive you of the opportunity to earn a living.

c. To ensure that the covenants found in this Article are and will remain enforceable, every location of a Business, every month, each mile of distance, or any other restriction may be amended by the arbitrator to reduce any spatial, temporal, or other limitation considered to be overly broad, in the most limited manner possible to fashion a reasonably enforceable covenant that upholds the restrictive nature of this Article specifically and this Franchise Agreement generally.

d. The terms of the post-termination covenant not to compete will not apply to a case where you own 5% or less of a beneficial interest in the outstanding equity securities of any publicly-held corporation (as the Securities and Exchange Commission generally defines this term).

e. You expressly agree that the existence of any Claim you may have against us, whether or not arising from this Franchise Agreement, does not constitute a defense to our enforcement of the covenants of this Article 15. You further agree that we are entitled to set off any amounts owed to you against any loss or damage we sustained because you breached this Article.

15.6 Franchisor Is Entitled to Injunctive Relief

You acknowledge that failure to comply with this Article 15 will cause us to suffer irreparable injury for which no adequate remedy may be available. Therefore, you agree and consent that a court of competent jurisdiction may issue an injunction prohibiting your conduct. If permitted by law, you also waive any requirement for the posting of any bond. If equitable relief has been granted, then we will immediately proceed under Article 16. If the equitable relief is denied, we still have the right to seek redress under Article 16.

15.7 Tolling of Time

If at any time during a period of non-competition, you fail to comply with your obligations under this Article, under Article 6, or under any other covenants that have survived a Transfer or the expiration or termination of this Franchise Agreement, the period of noncompliance will not be credited toward your satisfaction of the non-competition requirement. Instead, the counting of the period of non-competition will be tolled until you are again in compliance. To the extent necessary to ensure that the entire period of non-competition is met, and if necessary, additional days, weeks, or months will be added to the end of the non-competition period as necessary to ensure enforcement of the entire period of the restrictive covenants.

15.8 Application and Survival

a. This Article applies to all participants in the Franchised Business, including the Principal Operator, any equity holder, any Person that has a manager or higher position, any Guarantor, any Person that is a spouse or civil partner of you, of the Principal Operator or the equity holder, and all others that take an active role in the operation of your Model that holds a manager or higher position.

b. The covenants of this Article survive the Transfer, expiration, or earlier termination of this Franchise Agreement and continue to apply to and bind the Persons subject to these terms.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Intent, Meeting, and Mediation

You and we believe it is important to resolve disputes amicably, quickly, cost-effectively, and professionally and return to business as soon as possible. You and we agree that the provisions of this Article support these mutual, practical business objectives and, therefore, agree as follows:

a. All provisions of this Franchise Agreement (including this Article) will be fully enforced, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims;

b. The terms of this Article are mandatory and not permissive;

c. The Parties are relying on the federal preemption of state laws under the Federal Arbitration Act (9 U.S.C. §1 et seq.) (**FAA**) with the understanding that the FAA and not state law will control any matters pertaining to mediation and arbitration and, as a result, the provisions of this Franchise Agreement will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration

or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration will be held as provided in this Article;

d. Except as expressly provided in this Franchise Agreement, **EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION, AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY LESS AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

e. The terms of this Franchise Agreement (including but not limited to this Article) will control concerning any matters of jurisdiction, venue, and choice of law, each of which is mandatory and not permissive; and,

f. Notwithstanding the fact that a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding, (i) may include issues of law, fact, or otherwise, that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this Franchise Agreement, the Parties still agree any dispute between the Parties to this Franchise Agreement will be enforced according to the terms found herein, including the obligation to perform under this Article.

g. Before arbitration, each Party agrees to adhere to the following procedure:

i. First, in the event of a disagreement between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;

ii. Second, if the issues between the Parties cannot be resolved, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (**JAMS**) or its successor (or an organization designated by JAMS or its successor. If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation will be heard by the American Arbitration Association (**AAA**).

A. The Parties will agree upon a single mediator experienced in franchising. If the Parties cannot agree upon the mediator, then the senior-most officer, director, or manager of the association under which the mediation occurs will choose a neutral and disinterested mediator, and such choice will be final and binding upon the Parties.

B. Mediation must begin 30 days after the face-to-face meeting. Any Party may be represented by counsel and bring persons appropriate to the proceeding with the mediator's permission.

iii. Each Party will bear the Person's costs associated with attending mediation. Each Party will equally split the cost of the mediator.

iv. If the mediation does not resolve the matter, the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.

16.2 Resolution under Arbitration

a. Subject to the terms of this Article, Arbitration must begin at the earlier of 90 days after mediation fails to resolve the issue or on the last day of the period identified in Section 16.8. Arbitration will be held before and under the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the AAA. The arbitrator must be experienced in franchising. If the Parties cannot agree upon the arbitrator, then the senior-most officer, director, or manager of the association under which the arbitration is to take place will choose a neutral and disinterested arbitrator, and such choice will be final and binding upon the Parties.

b. Any Party may be represented by counsel and may bring persons appropriate to the proceeding with permission of the arbitrator.

c. The arbitrator's judgment on any preliminary matter or the final arbitration award will be final and binding and may be entered in any court having jurisdiction.

d. The arbitrator's award will be in writing. On request by a Party to the arbitration, the arbitrator will provide to all disputants a reasoned opinion with findings of fact and conclusions of law, and the Party so requesting will pay the arbitrator's fees and costs for this service.

e. There will be no right to appeal an interim ruling or final award

f. The final and binding decision or award of the arbitrator in one matter will not have precedential or "**offensive collateral estoppel**" effect in an arbitration between the Franchisor and another franchisee, such that the matters decided in the original arbitration will not be used in future arbitration between another franchisee or Person and us as proof of a fact or matter contested in the later arbitration.

g. The Parties agree that they will equally split the fees paid to start arbitration and the fees paid to the arbitrator until the arbitrator awards fees and other costs to the prevailing party.

16.3 Confidentiality

The Parties to any meeting, mediation, or arbitration may be required by the mediator or arbitrator to sign a confidentiality agreement, or confidentiality covenants may be included in any settlement or resolution of the dispute. We have no such form now and cannot provide it as an exhibit.

16.4 Choice of Law, Venue and Jurisdiction

a. This Franchise Agreement shall, without giving effect to any conflict of laws principles, be governed by the laws of the state where your Clinic operated hereunder is located, and state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

b. Any meeting, mediation, or arbitration will be conducted exclusively at a neutral location

within 15 miles of our then-current headquarters without regard to conflict of law provisions or *forum non-conveniens* demands to the contrary and to the exclusion of any other jurisdiction or venue.

c. The arbitrator in any proceeding under this Article will apply all Applicable Laws and equity permitted under the laws of the state where our headquarters is then located without regard to conflicts of law provisions and the exclusion of the laws of any other jurisdiction or venue.

d. The Parties agree to the terms of this Section (including the jurisdiction, venue, forum, and choice of law) and **understand that the terms of this Section are mandatory and not permissive**.

16.5 Scope, Discovery, other Procedural Matters, Fees, and Costs

a. The arbitrator will decide any factual, procedural, or legal questions relating to the dispute between the Parties, including matters concerning misrepresentation, fraud, fraud in the inducement, any decision as to whether there is a franchise agreement, a determination of arbitrability, whether this Article is applicable and enforceable, and issues related to the subject matter, timeliness, scope, remedies, and unconscionability.

b. The Parties to the dispute have the same discovery rights as are available under the rules of the arbitration association hosting the arbitration.

c. Each participant must submit or file any claim which would constitute a "compulsory counter-claim" (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such compulsory counter-claim not submitted or filed in such proceeding will be forever barred.

d. The arbitrator may issue summary orders disposing of all or parts of a claim and provide temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable, interim, or final relief.

e. Each Party consents to the enforcement of such orders, injunctions, or similar actions by any court having jurisdiction.

f. The arbitrator will have subpoena powers limited only by the laws of the state where our headquarters is located.

g. In addition to any other remedy, the arbitrator will award the "**Prevailing Party**" the Person's costs, fees, reasonable attorney's fees, expert witness fees, and the like, which that Party expended in preparation for and the prosecution of the case at arbitration. The "**Prevailing Party**" is the Party that has obtained the greatest "**Net Judgment**" in terms of money or money equivalent. The "**Net Judgment**" is determined by subtracting the smallest award of money or money equivalent from the largest award. If money or money equivalent has not been awarded, then the Prevailing Party will be that Party that has prevailed on a majority of the material issues decided. If there is a mixed decision involving an award of money or money equivalent and equitable relief, or if the arbitrator determines that it would be in the best interest of justice, then regardless of the above language, the arbitrator will award the above fees to the Party that it deems has prevailed over the other Party using reasonable business and arbitrator's judgment.

16.6 Disputes Not Subject to the Mediation or Arbitration Process

a. Claims or disputes relating primarily to the Marks, to any intellectual property licensed to you, and for any matter governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) are subject to court proceedings in a court of competent jurisdiction in the state in which our then-current headquarters is located. Only the portion of any claim or dispute identified in this Section shall be subject to court action and only to the extent that such action is necessary to protect us.

b. Matters relating solely to the collection of money by one Party against the other are not subject to a face-to-face meeting, mediation, or arbitration. Such matters include collection efforts against you or us solely for failing to make timely payment of any amount due to the other. In such an event, such matter may be brought in a court of competent jurisdiction and venue, and such claims will be subject only to the applicable statute of limitations relevant to the subject matter of the litigation and not to the one-year limitation of action found in this Article and elsewhere. If, however, one Party to such action pleads another claim, cross-claim, counter-claim, or affirmative defense based on anything other than the mere collection of money, or if the other Party alleges facts concerning fraud or any other equitable defense, then the entire matter, including the collection-of-money effort will be subject to the alternative dispute resolution procedures of this Article.

c. To the extent that either of us seeks injunctive relief before the face-to-face meeting or mediation, the same may be applied to a court of competent jurisdiction. The court will hear only the application for injunctive relief, and the fact that the court exercised jurisdiction in considering the injunction will not eliminate this Article's alternative dispute resolution requirements. If the temporary injunction is granted, the Party that made the application must begin the alternative dispute resolution process under this Article.

16.7 Other Matters

We each understand and specifically agree that any matters concerning the relationship between us and any dispute arising, as a result, will be determined on an individual basis and will not be brought as a class action or with multiple unrelated franchisees (whether as a result of attempted consolidation, joinder, or otherwise). This is prudent from a business standpoint because (i) the mediation and arbitration procedures function most effectively on an individual case basis; (ii) there are significant factors present in each franchisee's situation which should be respected; and (iii) class-wide or multiple plaintiff disputes do not foster quick, amicable, and economical dispute resolution.

16.8 One Year Limitation of Action

a. Except for matters identified in Section 16.6 above (including an alleged violation of the Marks or any intellectual property licensed to you, which may be brought at any time), **YOU AND WE ARE LIMITED TO BRINGING ANY ARBITRATION AGAINST THE OTHER WITHIN ONE YEAR OF THE DATE THAT THE FACTS THAT GIVE RISE TO THE CLAIM OCCURRED.** The one-year period begins to run and will not be tolled merely because the claiming party was unaware of legal theories, statutes, regulations, or case law upon which the claim might be based. If the Parties have begun mediation on the day that the one-year expires, then the one-year will be extended by 90 days from the unsuccessful end of mediation, within which a Party must bring arbitration. If arbitration is not brought by 5:00 p.m. Pacific Time on the 90th day after mediation ends, then the right to bring arbitration expires, and the Parties will have no other opportunity to try, arbitrate or receive any other relief because of the action, matter, dispute, or disagreement underlying the claim.

b. Notwithstanding the preceding, if any federal or state law provides for a shorter limitation period than is described in this Section, then the shorter period will govern.

c. This Section will not apply to issues of indemnification under Article 14, and such actions under that Article may be brought within any limitation-of-action statute under the laws of the state where our headquarters is located.

16.9 Survival of Obligations

Each provision of this Article is self-executing and continues in full force and effect after and notwithstanding the Transfer, expiration, termination, rescission, or finding of unenforceability of this Franchise Agreement (or any part of it).

ARTICLE 17
INSURANCE

17.1 Insurance is Required; Coverage

a. Before opening your Model, and then annually, you will purchase, and will maintain in full force and effect during each Term, an insurance policy or policies protecting you and us, and the officers, directors, partners, members, managers, and employees of both you and us against any loss, liability, personal injury, death, product liability, vicarious liability, property damage, or expense whatsoever arising or occurring upon or in connection with the operation of your Model. Each policy will include primary and non-contributory coverage, ongoing and completed operations, products and completed operations liability, and a blanket waiver of subrogation for all additional insured.

b. When you open and then upon renewal, you will deliver to us the policy or policies of insurance or endorsements issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

c. All policies will expressly provide that no less than 30 days' prior written notice will be given to us if a material alteration to termination, non-renewal, or cancellation of the coverage is evidenced by such policies.

d. Under the DCO Model, you will purchase and maintain in full force the following insurance coverage:

i. Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of $1,000,000 per occurrence and $3,000,000 in the aggregate;

ii. Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than $500,000 per person and $1,000,000 per accident and property damage limits of $50,000 per occurrence;

iii. Medical professional liability insurance that covers all medical practitioners with limits of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

iv. Excess liability umbrella coverage for general and automobile liability for not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

v. Employer's liability and worker's compensation insurance as required by state law;

vi. Business interruption insurance of not less than $50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage; and,

vii. Comprehensive crime and blanket employee dishonesty insurance of not less than $50,000.

viii. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than $1,000,000 per claim and $2,000,000 in the aggregate.

e. Under the MSO Model your Medical Professional shall be responsible for obtaining coverage identified in subsection (iii).

f. Applicable Law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

g. All insurance policies (including the Medical Professional's professional liability insurance) must be on "**occurrence basis**" only. An "**occurrence-basis**" policy provides coverage for a loss arising before the policy elapses though such claim may be made after the policy elapses. If such coverage is not available in your state, or if your state has other requirements and your policies must be written on a "**claims-made**" basis, you must purchase and maintain unlimited "**extended coverage**" (also known as "**tail coverage**") that will remain effective after the expiration or earlier termination of the insurance or this Franchise Agreement. A "**claims-made**" policy covers losses only if they are made before the policy expires. "**Extended coverage**" is applicable under the claims-made situation. In that case, the insurer will agree to cover claims that occurred during the insurance term even if the claim is not made until after the Term has expired. Extended coverage may come with additional costs to you.

h. In all cases, your insurance and that of the Medical Professionals must name us, our Affiliates, and, if we deem it appropriate, our Affiliates' and our officers, directors, equity holders, members, managers, and agents as additional insureds. One or more insurance endorsements (such as CG 20 29 04) will be required, and you will, in any event, endorse your policies to ensure the greatest protection for the additional insureds. You should also require your physician to name you and your officers, directors, equity holders, members, managers, and agents as additional insureds. The coverage afforded to the additional insureds must be written on a primary basis and will not require or contemplate contribution by any other policy or policies obtained by or available to an additional insured.

i. Such policy or policies will be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service and satisfactory to us per standards and specifications outlined in the Manuals or otherwise in writing, from time to time, and will include, at a minimum (except as additional coverage and higher policy limits may be specified by us from time to time) the coverage found above.

j. The mix of the above insurance may change under Applicable Law; if so, you must comply. We also reserve the right to change to mix of insurance and policy limits at any time. If we add new coverage or change limits, you will have 60 days to comply.

k. Although we require certain insurance coverage and may recommend other policies, we do not guarantee that the required or recommended insurance will be adequate to protect your assets fully.

You should consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

17.2 No Limitations on Coverage

Your obligation to obtain and maintain the policy or policies in the amounts specified will not be limited in any way because of any insurance that we may maintain, nor will your performance of these obligations relieve you of liability under the indemnity provisions of this Franchise Agreement.

17.3 Failure to Procure Insurance Coverage

a. Should you, for any reason, fail to procure or maintain the insurance required by this Franchise Agreement, as modified from time to time by the Manuals or otherwise in writing, we have the right and authority (but no obligation) to procure such insurance and to charge the same to you, which charges, together with our then-current monthly fee to administer the same, will be immediately payable to us. If payment is due monthly, this will be billed and withdrawn as part of the monthly ACH transaction.

Your failure to have the minimum insurance is a breach of this Franchise Agreement.

17.4 Destruction of Premises

a. If the building in which the Clinic is located is damaged or destroyed by fire or another casualty, and it is to be repaired or reconstructed, you will commence the required repair or reconstruction as soon as is practicable and will complete all required repair or reconstruction as soon as possible after that, in continuity, but in no event later than 180 days from the date of such casualty. The restored building's minimum acceptable appearance will be that which existed just before the casualty; however, every effort should be made to have the restored building include the then-current image, design, and specifications of new Clinics.

b. If the building is substantially destroyed by fire or another casualty, and the repairs cannot be made within the 180 days, and if the landlord (or mortgagee if applicable) will permit you to terminate the lease (or satisfy the mortgage without rebuilding), you may apply to us for the right to terminate the Agreement. If we agree to grant the termination, after using our Reasonable Business Judgment, and upon payment to us of an amount equal to 25% of all insurance proceeds available because of such casualty, this Franchise Agreement will terminate. Nothing in this Franchise Agreement will be deemed a guarantee that we, a landlord or mortgagee, will permit termination. The grant of termination by one such entity will not guarantee the termination of this Franchise Agreement, a lease, or mortgage by any other entity.

ARTICLE 18
ADDITIONAL PROVISIONS

18.1 Entire Agreement - Merger

a. This Franchise Agreement, including all exhibits and addenda, contains the entire agreement between the Parties and supersedes all prior oral, written, express, or implied agreements concerning the subject matter hereof. All prior negotiations, understandings, agreements, oral or written, and representations are merged into this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material.

b. Nothing in this Franchise Agreement or in any related agreement you sign with us is intended to disclaim any representations in the FDD.

18.2 Modification and Powers of Attorney

a. This Agreement may only be modified in a written agreement signed by all Parties.

b. You acknowledge, however, that we may modify by an amendment to the Manuals or by written notice to you, our standards, specifications, and operating and marketing procedures, including those outlined in the Manuals, any component of the System, the Marks, and any copyrighted or Proprietary Information, unilaterally, under any conditions and to the extent to which we, in our sole discretion, deem necessary to protect, promote or improve the Marks and the quality of the System in general. Once you are notified, you must make the change that is specified. All such changes will be effective when you receive notice. We may also add and remove vendors at any time.

c. If you grant us a power of attorney under this Franchise Agreement and to the extent that a specific form is required in your state to ensure enforceability, you agree to execute a separate power of attorney in the form required to meet all legal requirements.

18.3 Delegation

From time to time, we have the right to and will delegate the performance of any portion or all of our obligations and duties hereunder to a third party who we approve to deliver such services and perform such duties, whether the same are agents of ours or independent contractors which we have contracted with to provide such services. You agree in advance to any such delegation by us of any portion or all of its obligations and duties hereunder.

18.4 No Waiver

A waiver by a Party of any condition or covenant contained in this Franchise Agreement is not a waiver in the future of the enforcement of such term, covenant, or condition, and the failure of a Party to exercise a right or remedy will not be considered or constitute a further waiver of the same or any other condition, covenant, right, or remedy.

18.5. No Right to Set Off or Third-Party Beneficiaries

a. You will not set off against amounts owed to us against any amount owed to you, and in any event, you will not withhold such amounts due to us because of any alleged nonperformance by us, which right of set-off you expressly waive.

b. Unless otherwise stated in this Franchise Agreement, all of our obligations under this Franchise Agreement are solely and exclusively for your and our benefit, and no other Person is entitled to rely on, enforce, benefit from, or be deemed to be a third-party beneficiary, or otherwise obtain relief either directly or by subrogation.

18.6 Invalidity

If any provision of this Franchise Agreement is held invalid by the arbitrator, such provision will be modified to the least extent possible to eliminate the invalid element, and, as so modified, the provision will be part of this Franchise Agreement as though originally included and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the

Franchise Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions. The remaining provisions of this Franchise Agreement will not be affected by such modification. If any provision cannot be modified, it will be stricken, and the rest of the Franchise Agreement will remain in full force and effect.

18.7 Notices

a. All notices relating to any breach of this Franchise Agreement (including those under Articles 6, 10, and 15) and all notices concerning the implementation of the alternative dispute resolution procedures must be given in writing and must be delivered by priority mail, delivery confirmation, or by an overnight delivery service providing documentation of receipt, or by hand delivery at the address either of us may designate from time to time and will be effective five days after being sent by priority mail with the proper postage and address or when receipted for (or when refused) if sent by overnight or hand delivery. A copy of all notices must also be sent to:

Drumm Law, LLC
Attention: H. Michael Drumm
12650 W. 64th Avenue, #519
Arvada, CO 80004

b. Communication other than relating to any breach of this Franchise Agreement or relating to the implementation of alternative dispute resolution methods may be given by email (which is effective when sent to the other Party at the correct email address) or by the means stated in subparagraph (a) of this Section.

18.8 Survival of Provisions and Independent Covenants

a. Any term, covenant, or condition of this Franchise Agreement that by its terms must extend beyond a Transfer or the termination or expiration of this Franchise Agreement to remain enforceable will continue in full force and effect after and notwithstanding a Transfer or the termination or expiration of this Franchise Agreement.

b. The Parties further agree that each covenant herein will be construed to be independent of any other covenant or provision of this Franchise Agreement.

18.9 Force Majeure

Except for a Party's monetary obligations, which are due regardless of the language of this Section, and unless otherwise specifically stated in this Franchise Agreement, Force Majeure applies.

18.10 Time is of the Essence and Construction

a. In all matters concerning this Franchise Agreement, time is of the essence.

b. The headings are for the reader's convenience only and are not intended to be inclusive or exclusive of any term, covenant, or condition.

c. In reading this Franchise Agreement, the singular includes the plural, and the reference to one gender includes the reference to the other gender and the neutral gender.

d. The word "**including**" means "**including, but not limited to...**". The word "**and**" and **"or"** will be inclusive to mean "**and/or**."

e. Unless otherwise stated, a reference to "**days**" means calendar days. The counting of days will include weekends and all state and national holidays. If a notice is to be delivered and such notice requires counting days, such counting will begin on the first calendar day following the day that the notice was received, refused, or deemed to have been delivered under the terms of this Franchise Agreement.

f. This Franchise Agreement has been reviewed by the Parties and, to fairly accomplish the purposes and intentions of the Parties, will be construed and interpreted according to the ordinary meaning of the words used. The Parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

18.11 Guaranty

If you take ownership of the franchise other than as a natural person at any time during the Initial Term or any renewal or extension, you and all equity owners must sign the Guaranty, which is attached as Exhibit 3. The Guarantors are bound by all covenants of this Franchise Agreement, including all covenants in Articles 6 and 15.

18.12 Acknowledgement

BEFORE SIGNING THIS FRANCHISE AGREEMENT, YOU SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. YOU ACKNOWLEDGE THAT IF YOU ARE NEVER ABLE TO OPERATE THE BUSINESS PROFITABLY, YOU COULD LOSE PART OR ALL OF YOUR INVESTMENT, PLUS ANY ADDITIONAL FUNDS THAT YOU CONTRIBUTE TO THE BUSINESS.

18.13 Recitals, Closing Acknowledgement and Signatures

a. The Recitals are made part of this Franchise Agreement.

b. Unless you are a resident of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin, you will review and sign the "**Closing Acknowledgment**" attached as Exhibit 8 to this Franchise Agreement.

c. This Franchise Agreement may be signed in any number of counterparts, all of which taken together form one original document. Signatures may be done electronically or manually. Email or electronically signed and delivered documents are as effective as an original.

(Signature Page Follows)

The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date _____.

FRANCHISOR:

Ream Franchise Group, LLC
a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

By: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

_____

Printed Name:_____

_____

Printed Name:_____

_____

Printed Name:_____

EXHIBIT 1
STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership (Check One)

_____ Individual _____ Partnership _____ Corporation ____ limited liability business entity

If you are a partnership, provide below each partner's name and address showing the percentage owned, whether active in management, and indicate the state where the partnership was formed.

If you are a limited liability business entity, provide the name and address of each equity-interest holder, Member, and Manager below, showing the percentage owned. Indicate also the state in which the limited liability business entity was formed.

If you are a corporation, state the state and date of incorporation, provide each officer and director's names and addresses below, and list every shareholder's names and addresses, showing what percentage of stock each owns.

_____
_____
_____
_____

Franchisee acknowledges that this Statement of Ownership applies to the Model under which you are authorized to operate.

Use additional sheets if necessary. Any changes to the above information must be reported to the Franchisor in writing.

(Signature Page Follows)

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

EXHIBIT 2
DATA SHEET

1. **Model***: The Model of Business that you will operate under the Franchise Agreement is: (circle one):

   DCO Model / MSO Model.

   **The DCO Model is not available in the following states: Minnesota and Washington. Franchisees subject to those state laws must circle the MSO Model option.*

2. **Initial Franchise Fee**. Your IFF (inclusive of all discounts) is (select one):

   ___ $_____; or
   ___ Not applicable; this Franchise Agreement is being signed under an area development agreement between Franchisee and Franchisor and no Initial Franchise Fee is due.

3. **Search Area**. If a particular site for the Franchised Location has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered in Exhibit 2.1 as the Franchised Location, and the Exclusive Territory shall be as listed in Exhibit 2.1. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, you will locate an approved a location for your Franchised Location, in the Search Area described below:

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

EXHIBIT 2.1
FRANCHISED LOCATION AND EXCLUSIVE TERRITORY

You have received acceptance for site location for the Franchised Location that satisfies the demographics and location requirements minimally necessary for a Franchised Location and that meets our minimum current standards and specifications for the buildout, interior design, layout, floor plan, signs, designs, color and décor of a Franchised Location. You acknowledge that our acceptance of the site location for the Franchised Location is in no way a representation by us that your site will be successful. You and we have mutually agreed upon an Exclusive Territory based on the site for the Franchised Location which is indicated below. You acknowledge that the Exclusive Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Franchised Location:

The Franchised Location as provided in Section 2.2 of the Franchise Agreement is:

Exclusive Territory:

You and we have mutually agreed upon an Exclusive Territory based on the site for the Franchised Location which is indicated below:

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

EXHIBIT 3
GUARANTY OF FRANCHISEE'S OBLIGATIONS

This Guaranty of Franchisee's Obligations (**Guaranty**) is entered into this as of the date that one or more of the Guarantors sign it (**Effective Date**) between Ream Franchise Group, LLC, (Franchisor), _____ (**Franchisee**) and _____ and _____ (herein jointly and severally known as "**Guarantors**"). Franchisor, Franchisee, and Guarantor may be referred to as a "Party" or jointly as the "Parties." Any capitalized term not defined here will have the meaning given in the Franchise Agreement.

RECITALS

Franchisee signed a franchise agreement with Franchisor on the ____ day of _____, 20__ (**Franchise Agreement**). As an inducement to the Franchisor for granting franchise rights to the Franchisee, the Guarantor(s) agreed to guarantee Franchisee's performance under the Franchise Agreement.

NOW, THEREFORE, for and in consideration of the Guarantors agreeing to the terms of this Guarantee to induce Franchisor to grant Franchisee the rights under the Franchise Agreement, the mutual covenants found herein, and for other good and valuable consideration, which consideration is deemed to be adequate by all parties, each of the undersigned personally and unconditionally agrees to the following:

COVENANTS

1. Guarantor(s) guarantee for the Term of the Franchise Agreement, including any amendments or renewals, that the Franchisee will timely pay any amount required by the Franchise Agreement and will perform every undertaking, agreement, and covenant outlined in the Franchise Agreement and any addenda or Exhibits as each may be amended or renewed.

2. Guarantor(s) also agrees to be personally bound by every term of the Franchise Agreement, as amended or renewed, and agrees to be personally liable for the breach of and cure of every breach of any term, covenant, or condition of the Franchise Agreement. Guarantor(s) agree that this Guarantee is one of payment and performance, and not just collection.

3. By signing this Guarantee, each Guarantor further agrees that each shall also be subject to all covenants in the Franchise Agreement, including all covenants of Articles 6, 14, 15, and 16 and those that by their terms survive the Transfer, expiration, or termination of the Franchise Agreement.

4. As part of the inducement given to the Franchisor by the Guarantor(s) to permit the Franchisee to enter into the Franchise Agreement, the Guarantor(s) further agree to waive the following,

a. acceptance and notice of acceptance of the preceding undertaking;

b. notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations;

c. protest and notice of default concerning the indebtedness or nonperformance of any obligations guaranteed;

d. any right Guarantor may have to require that any action be first brought against Franchisee or any other Person as a condition of liability; and

e. any other notices and legal or equitable defenses to which Guarantor(s) may be entitled.

5. Guarantor(s) further consents and agrees that,

a. Guarantor(s) is directly and immediately liable under this Guarantee, and if signed by more than one Person, such liability is joint and several;

b. Guarantor(s) will render any payment or performance required under the Franchise Agreement upon demand of Franchisor if Franchisee fails or refuses punctually to do so;

c. Guarantor(s) performance is not contingent or conditioned upon the pursuit of any remedies against Franchisee or any other Person;

d. Guarantor(s) liability is not diminished, relieved, or otherwise affected by an extension of time, credit, or another indulgence, including the acceptance of any partial payment or performance, or the compromise or release of any claims which Franchisor may from time-to-time grant to Franchisee or any other Person, none of which will in any way modify or amend this Guarantee, which is continuing and irrevocable during the Initial Term of the Franchise Agreement, including renewals thereof;

e. this Guarantee will be continuing and irrevocable during the Term of the Franchise Agreement, including renewals thereof; and,

g. Franchisor's rights under this Guarantee will not be exhausted by any Franchisor action until all of the terms, covenants, and conditions of the Franchise Agreement have been met.

6. Guarantor waives all of the following, whether created or imposed by or under a statute, common law or otherwise,

a. any right to require Franchisor to proceed against Franchisee or any other Person or any security now or hereafter held by Franchisor or to pursue any other remedy whatsoever;

b. any defense based upon any legal disability of Franchisee or any Guarantor, or any discharge or limitation of the liability of Franchisee or any Guarantor to Franchisor, or any restraint or stay applicable to actions against Franchisee or any other Guarantor, whether such disability, discharge, limitation, restraint or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

c. all setoffs, counterclaims, presentment, demand, protest, or notice of any kind, except for any notice which may be expressly required by the provisions of this Guarantee.

d. any defense based upon the modification, renewal, extension, or other alteration of the obligations under the Franchise Agreement;

e. any defense based upon the negligence of the Franchisor, including the failure to file a claim in any bankruptcy of the Franchisee or any guarantor;

f. all rights of subrogation, reimbursement, and indemnity;

g. any defense based upon or related to Guarantor's lack of knowledge as to Franchisee's financial condition;

h. any rights to revoke this Guarantee in whole or in part;

i. any defense based upon any action taken or omitted by Franchisor in any bankruptcy or other insolvency proceeding involving Franchisee; and,

j. all rights and defenses arising out of an election of Franchisor's remedies, even though that election of remedies impairs or destroys Guarantor's right of subrogation and reimbursement against Franchisee.

7. Guarantor agrees to pay upon Franchisor's demand, Franchisor's reasonable out-of-pocket costs and expenses, including attorneys' fees, costs, and disbursements, incurred to collect or enforce any of the terms, covenants, or conditions of the Franchise Agreement, or this Guarantee, regardless whether any lawsuit is filed.

8. Guarantor(s) individually make the following representations and warranties, which are deemed to be continuing representations and warranties until payment and performance in full of the Franchise Agreement:

a. Guarantor has all the requisite power and authority to execute, deliver, and be legally bound by this Guarantee on the terms and conditions herein stated;

b. This Guarantee constitutes the legal, valid, and binding obligations of Guarantor and is enforceable against Guarantor;

c. The execution and delivery of this Guarantee will not, with or without notice or lapse of time, (i) constitute a breach of any of the terms and provisions of any Note, contract, document, agreement, or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject; (ii) accelerate or constitute an event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness; (iii) conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality; or (iv) conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation;

d. No consent of any other person is required in connection with the valid execution, delivery, or performance by Guarantor of this Guarantee; and,

e. This Guarantee and any other statement furnished by Guarantor(s) contain no untrue statements of a material fact or omissions of a material fact necessary to make the statements true and not misleading.

9. Each Guarantor understands and agrees that each is bound by the Dispute Resolution covenants of the Franchise Agreement found in Article 16, which are incorporated herein by this reference as if fully set forth here.

10. The Recitals are incorporated here by this reference.

DONE AS OF THE EFFECTIVE DATE

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

GUARANTORS:

Sign: _____
individually

Printed Name:_____

Date: _____

Sign: _____
individually

Printed Name:_____

Date: _____

EXHIBIT 4
COLLATERAL ASSIGNMENT OF LEASE AGREEMENT

This Collateral Assignment of Lease (Assignment) is made as of the date that it is signed by all Parties (Effective Date) between Ream Franchise Group, LLC (Franchisor), _____ (Franchisee), and _____ (Landlord), involving the Gameday Men's Clinic franchised business (Clinic) located at _____ (Franchised Location). Franchisor, Franchisee, and Landlord may be called a "Party" or the "Parties." Any capitalized term not defined here will have the meaning given in the Franchise Agreement.

RECITALS

Franchisor and Franchisee executed a Franchise Agreement on _____, 20__ under the terms of which Franchisee obtained a franchise from Franchisor to operate a Business at the Franchised Location. Franchisee and Landlord entered into a lease (Lease) on _____, 20__, a fully executed copy of which is attached hereto as Exhibit A. The Parties desire to enter into this Assignment to define the rights of the Franchisor to the Franchise Location and agree as follows:

COVENANTS

1. Franchisee assigns, transfers, and conveys to Franchisor all of Franchisee's right, title, and interest in the Lease. However, this Assignment is for collateral purposes and is effective only upon the Franchisor's exercise of any option granted to the Franchisor under this Assignment after the occurrence of any of the following events,

a. if Franchisee is in breach of their performance of any of the terms of the Lease unless such default is cured within the period required in the Lease or within 30 days following the written demand given Franchisor, whichever is later;

b. if Franchisee is in breach of their performance of any of the terms of the Franchise Agreement, or upon the occurrence of any acts that result in termination of the Franchise Agreement;

c. if Franchisee has failed or has elected not to exercise an option to renew or extend the Lease within the time specified in the Lease after being directed in writing by Franchisor to do so.

d. upon Franchisee's sale of a substantial portion of its assets of the business outside of the normal course; the Transfer or sale of 20% or more of the capital stock, memberships, or other equity or capital interest in any Franchisee business entity; or any other voluntary or involuntary transfer, sale or disposition the result of which is to divest the Franchisee of direction or control over the franchise; or,

e. if Franchisee fails to exercise an option to renew the Franchise Agreement.

2. Upon the occurrence of any of the events stated above, and if Franchisee fails to perform such acts as may be necessary to assign the Lease to Franchisor, Franchisee irrevocably appoints Franchisor as its true and lawful attorney-in-fact coupled with an interest in exercising such extension or renewal options in the name, place, and stead of Franchisee for the sole purpose of effecting such Assignment so that Franchisor can cure Franchisee's failure to perform under paragraph 1 above. Should the state in which Franchisee is located requires certain language or a certain document to exist to perfect the right to this

3. Franchisor has no liability or obligation under this Assignment or the Lease unless Franchisor takes possession of the Franchise Location under the terms hereof and expressly agrees in writing to assume the obligations of Franchisee.

4. Landlord consents to this Assignment, which consent will remain in effect during the entire term of the Lease and all renewals or extensions thereof, and agrees that the Lease will not be amended, modified, assigned, extended, surrendered, terminated, or renewed, nor will the Franchise Location be sublet by Franchisee, without the prior written consent of Franchisor.

5. Landlord further agrees that it will provide written notice to us (at the same time it gives such notice to the Tenant) of any default by you under the Lease. Such notice must be delivered to us within an additional 15 days after the period of cure under the Lease has run within which to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the Franchised Location and assume Franchisee's rights under the Lease.

6. At any time (i) during the cure period described in the Lease; during any cure period provided for in the Franchise Agreement; during the 30 calendar day period following the termination of the Lease by the Landlord or termination of the Franchise Agreement by Franchisor; or during the 30 calendar day period following Franchisee's failure to extend or renew the Lease or Franchise Agreement, Franchisor may exercise the option granted here by the delivery to Landlord of written notice expressly stating that Franchisor will assume the Lease. Such notice makes this Assignment unconditional, and Landlord and Franchisor will prepare such commercially reasonable documentation evidencing such assignment.

7 With the prior written consent of the Landlord (which consent will not be unreasonably withheld, conditioned, or delayed), the Franchisor has the right, concurrently with or after the Franchisor's exercise of the option granted under this Assignment, to assign and transfer its rights under this Assignment to a new franchisee selected by Franchisor to operate your Model, provided that the new franchisee has the business acumen, credit rating, and net worth adequate for the operation of your Model. In such an event, the new franchisee will have this Assignment transferred to such Person (or will receive a separate assignment from the Landlord) and assume the Lease obligations in place of Franchisor. Further, in this event, Franchisor will be released from liability under the Lease from and after the date such new franchisee assumes the Lease.

8. Upon the exercise of the option granted to Franchisor herein, Franchisee will no longer be entitled to the use or occupancy of the Franchise Location; all of the Franchisee's prior rights in and to the Lease will have been, in all respects, assigned to Franchisor, or its assignee; and Franchisee will immediately vacate the Franchise Location. If Franchisee fails or refuses to take any of these actions, Franchisor, by and through the Landlord and at Franchisor's expense, may expel Franchisee from the Franchise Location and enter the Franchise Location and take possession of the Franchise Location, all without being deemed to have elected any remedies to the exclusion of any other remedies.

9. Franchisee agrees to indemnify and hold Landlord and Franchisor harmless from and against all loss, costs, expenses (including attorney's fees), damages, claims, and liabilities, however, caused, resulting directly or indirectly from, arising from, or concerning the exercise by Franchisor or Landlord of the rights and remedies granted under this Assignment.

10 **Additional Provisions.**

a. The remedies granted in this Assignment are cumulative, and in addition to and not in substitution of any or all other remedies available under the Franchise Agreement, any other contracts

between Franchisor and Franchisee, or at law or in equity to Franchisor, and Franchisee agrees that the Franchisor's exercise of the option granted herein will not divest it of any other rights or remedies it may have.

b. All notices, requests, demands, payments, consents, and other communications hereunder will be transmitted in writing and will be deemed to have been duly given three days after being sent by registered or certified United States mail, postage prepaid, to addresses supplied by each Party from time to time; on the day that hand delivery has been made; or on the day that a nationally recognized overnight delivery service delivers such notice. Any Party may change its address by giving the other Parties written notice of the same.

c. Franchisee and Landlord recognize the unique value and secondary meaning attached to Franchisor's trademark, trade names, service marks, insignia, and logo designs, and the Franchise Location displaying same, and agrees that any noncompliance with the terms of this Assignment will cause irreparable damage to Franchisor and its Franchisees. Therefore, Franchisee and Landlord agree that in the event of any noncompliance with the terms of this Assignment, Franchisor will be entitled to seek injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

d. The Parties to this Assignment agree to execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Assignment.

e. This Assignment is binding upon and inures to the benefit of each Party and their heirs, successors, and assigns.

f. This Assignment represents the entire understanding between the Parties as to the subject matter herein and supersedes all other negotiations, agreements, representations, and covenants, oral or written, only about it. This Assignment can be modified only in writing, signed, and dated by all Parties.

g. Failure by any Party to enforce any rights, duties, or obligations under this Assignment will not be construed as a waiver to enforce any right, duty, or obligation in the future. Any waiver, including waiver of default, in any one instance will not constitute a continuing waiver or a waiver in any other instance.

h. As used herein, a reference to one gender shall include the other or the neuter gender; the singular shall include the plural, and the plural, the singular.

i. If any Party commences an action against any other Party arising out of or in connection with this Assignment, the "Prevailing Party" will be awarded its reasonable attorney's fees and costs of the suit. For this Assignment, the "Prevailing Party" is the Party that has prevailed on a majority of the material issues brought before the court.

j. This Assignment (but not the Franchise Agreement) will be governed by and construed following the internal laws of the state where the real property is located.

k. Any provision of this Assignment that is determined to be prohibited or unenforceable may, as to that jurisdiction only, be stricken without invalidating the remaining provisions of this Assignment. Any prohibition against or unenforceability of any provisions of this Assignment in any jurisdiction, including the state whose laws govern this Assignment, shall not invalidate the provision or render it unenforceable in any other jurisdiction.

Done as of the dates found below.

LANDLORD:

Sign: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Date: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Date: _____

Sign: _____
individually

Printed Name:_____

Date: _____

EXHIBIT 5
COLLATERAL ASSIGNMENT OF CONTACT AND ELECTRONIC INFORMATION

This Collateral Assignment of Contact and Electronic Information (Agreement) is made as of the date that all Parties sign this Agreement (**Effective Date**) between Ream Franchise Group, LLC (Franchisor) and _____ (Franchisee).

RECITALS

The Parties executed a "Franchise Agreement" on _____, 20__, in which Franchisee agreed that upon the Transfer, expiration, or earlier termination of the Franchise Agreement, that Franchisor would own the right, title, and interest in and to all contact and electronic information relating to the Franchisee's Clinic;

NOW THEREFORE, for and in consideration of the covenants found in the Franchise Agreement and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

COVENANTS

1. Franchisee acknowledges that, as between Franchisor, Franchisee, the public, and any other Person, the Franchisor solely owns the right, title, and interest in all telephone, telecopy, or facsimile machine numbers, directory listings, URL's web page identifiers, blogs, vlogs, email addresses, and social network addresses (including Twitter and Facebook), that are associated with any Mark and Franchisee assigns to Franchisor all of Franchisee's right, title, and interest to the same.

2. To the extent necessary to enforce this Agreement, Franchisee appoints Franchisor and any of its officers, as Franchisee's attorney-in-fact (coupled with an interest,) to direct the telephone company, all telephone directory publishers, any electronic transfer agency, any URL or webpage host, and any other electronic business, company, transfer agent, host, webmaster, and the like to transfer to the Franchisor all telephone, facsimile machine numbers, and directory listings, and all electronic listings, web pages, social network pages or identities (including Twitter and FaceBook), URL's, blogs, vlogs, "**handles**", email addresses and the like that are owned by Franchisee or that relate to the Franchisee's Franchised Business, and any party named herein may accept such direction under this Agreement as conclusive of Franchisor's exclusive rights in and to such information, site, URL, electronic media, telephone numbers, directory listings and the like and Franchisor's authority to direct their transfer. To the extent that any Person identified above or the law of the state in which such Person is located requires special language to enforce the Franchisor's rights as the attorney-in-fact, or requires a special form, Franchisee will execute such additional form or will add such language to this Agreement.

3. This Agreement is only effective when the Franchise Agreement expires, is terminated, or when Franchisee has Transferred any interest only if the Franchisee fails or refuses to make the necessary assignments as contemplated by this Agreement.

4. The Recitals are incorporated into this Agreement by this reference.

Done as of the Effective Date.

(Signature Page Follows)

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Date: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Date: _____

Sign: _____
individually

Printed Name:_____

Date: _____

EXHIBIT 6
FORM OF GENERAL RELEASE

This General Release (**Release**) is made on the date that it is signed by Parties (**Effective Date**) between Ream Franchise Group, LLC, (**Franchisor**) and _____ (**Franchisee**), and _____ and _____ (jointly and severally the "**Guarantors**"). Franchisor, Franchisee, and Guarantors may sometimes be referred to as a "**Party**" or jointly as the "**Parties**". Any capitalized term not defined here will have the meaning outlined in the Franchise Agreement.

RECITALS

Franchisor and Franchisee entered into that certain franchise agreement dated_____ (**Franchise Agreemen**t), for which Guarantor has agreed to guarantee the performance of the Franchisee under the Franchise Agreement.

Franchisee desires to take some action (or make some amendment) to the Franchise Agreement, or desires for the Franchisor to take any action for which a General Release is called for in the Franchise Agreement or is required by Franchisor as part of such action and as a material inducement to the Franchisor approving the same, Franchisee and Guarantor have each agreed to provide this Release;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein, for that consideration stated below, and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

COVENANTS

1. Franchisee, for and on behalf of itself, its officers, directors, shareholders, and employees, and on behalf of any corporation or subsidiary, business entity, successor, assignee, and their officers, directors, shareholders, and employees, (**Franchisee Partie**s) and Guarantor for himself or herself and for and on behalf of its family members and for and in consideration of: the Franchisor granting to the Franchisee the right to do the following; _____; and for other good and valuable consideration, all of which is deemed adequate by all Parties hereto, do each (personally, jointly and severally) from the beginning of time to the Effective Date of this Release, release, indemnify, and forever forgive and discharge Franchisor and Franchisor's officers, directors, shareholders, agents and employees (**Franchisor Parties**), from any and all: equitable or legal claims; claims sounding in federal law or state statute; causes of action; complaints; direct, indirect, punitive or consequential damages; judgments; business losses; awards; injury, or any other right or action whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, foreseeable or unforeseeable, matured or unmatured, absolute or contingent, determined or determinable, (separately and together a "**Claim**" or the "**Claims**") that relate in any way to, (i) the manner and method by which Franchisor delivered the FDD to Franchisee, and Guarantor; (ii) the content, or lack of content of the FDD (as such content may have been required by any applicable state or federal law); (iii) the performance or failure of performance of Franchisor or Franchisor Parties in reference to any federal-required or state-required disclosure obligations and requirements; (iv) any oral, written, express or implied promises, statements, disclosures and the like relating in any way to the Franchise Agreement or the franchise relationship between the Franchisor and Franchisor Parties, Franchisee, Guarantor and the Franchisee Parties; (v) the performance or the failure to perform of Franchisor or any Franchisor Party under the Franchise Agreement; (vi) the performance or failure to perform of Franchisor or any Franchisor Party under any other oral or written, express or implied agreement, covenant, or document whether or not found in the Franchise

Agreement; and, (vii) any other claim sounding in equity or law. Notwithstanding the preceding, nothing in this Release is intended to disclaim any representations made in the Franchise Disclosure Document.

2. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor each agree and expressly state that this Release was made in contemplation of not only known Claims and the consequences thereof but also in contemplation of the possibility that each such Party identified in this paragraph may or will sustain future damages presently unknown to them and which accrued on or before the Effective Date of this Release but which were not asserted until after that date. By executing this Release, Franchisee for itself and on behalf of the Franchisee Parties and the Guarantors intend to release Franchisor and the Franchisor Parties, jointly and severally, from liability for all known, unknown, and unforeseen Claims, losses, expenses, damages, costs, liabilities, business losses, and the consequences thereof.

3. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor each assume all risk that the facts and law may be, or may become, different from the facts and law as known to them or believed to be known by them as of the date of this Release, and each agrees that if the execution of this Release was made based on mistake (mutual or unilateral) that each will forever waive any right to claim that entering into this Release resulted from a mistake of any kind, thereby waiving all claims based upon the doctrine of mistake.

4. Franchisee for itself and on behalf of the Franchisee Parties and Guarantor deliver this Release with the intent that Franchisor relies on it. Should any condition, covenant, or clause herein be considered to be unenforceable, the arbitrator under the Franchise Agreement will be permitted to amend the Release to the least extent possible to form an enforceable covenant, or if such amendment cannot be fashioned then to excise the offending clause, covenant, or condition to form an enforceable Release, which shall be binding upon the Parties to the fullest extent permissible.

5. Notwithstanding the terms of this Release, nothing herein relieves any Party of the obligation to maintain the confidentiality of the Proprietary Information or any component of the System. The terms of this Release are and will remain confidential and will not be disclosed by any Party, except as required by legal process, except as required to be disclosed in Franchisor's Franchise Disclosure Document.

6. In the event of a dispute concerning this Release, the Parties agree that the alternative dispute resolution provisions of the Franchise Agreement found in Article 16 are incorporated herein by this reference as if fully set forth here.

7. If any mandatory provisions of the governing state law limit or prohibit the use of this Release, or which in any manner impose different rights or obligations as are found herein, then such mandatory provisions of state law shall be deemed incorporated in the Franchise Agreement and this Release by reference and shall prevail over any inconsistent terms in this Release. If no such law exists, or if such law exists but permits the Franchisee to agree to abide by the terms of this Release, or if by accepting the alternative dispute resolution covenants of the Franchise Agreement found at Article 16, the state law is preempted by the federal law applicable to such dispute resolution, then the Franchisee, the Franchisee Parties, and the Guarantor each agree to abide by the terms of this Release. Notwithstanding the preceding, claims arising from representations in the FDD are excluded from this Release.

8. Notwithstanding anything herein to the contrary:

a. Release of Unknown Claims and Waiver of California Law. The Franchisee, Franchisee Parties, and Guarantors acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them

at the time of execution of this Release, such as Section 1542 of the Civil Code of the State of California which provides that:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his or her settlement with the debtor."

Franchise, Franchisee Parties, and each Guarantor waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California and any similar provisions of any other law (as may apply to this Release), to the fullest extent that the Franchisee, Franchisee Parties, and Guarantors, may lawfully waive such right or benefit. In connection with such waiver and relinquishment, and concerning any released claims, the Franchisee, Franchisee Parties, and Guarantors each acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but that it is the Franchisee's, Franchisee Party's, and Guarantor's intention to settle and release fully, finally and forever, all claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist or existed in the past, and in furtherance of such intention, the Release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and each Franchise Party and Guarantor agree to indemnify and defend Franchisor and the Franchisor Parties from all claims arising out of, directly or indirectly, the assertion by Franchisee, each Franchisee Party, and each Guarantor (or any Person by, through, or on their behalf) of any Released Claims, positions, defenses, or arguments contrary to this Section 6(a) above. Further, this Release will not be required in exchange for assistance related to a declared state or federal emergency.

b. Release of Unknown Claims and Waiver of South Dakota Law. The Franchisee and each Franchisee Party and Guarantor each acknowledge that each is aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them at the time of execution of the release, such as South Dakota Codified Laws§ 20-7-11, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Franchisee and each Franchisee Party and Guarantor waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws and any similar provisions of any other law (as may apply to this Release) to the fullest extent that they may lawfully waive such right or benefit about the subject matter of this Release. In connection with such waiver and relinquishment, with respect to any released claims, Franchisee and each Franchisee Party and Guarantor acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that Franchisee and each Franchisee Party and Guarantor now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to settle and release fully, and finally and forever, all Released Claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist or existed in the past, and in furtherance of such intention, the release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee and each Franchisee Party and Guarantor agree to defend and indemnify the Franchisor and the Franchisor Affiliates from all Released Claims arising out of, directly or indirectly, the assertion by the Franchisee and the Franchisee Affiliates (or any Person by, through, or on behalf of Releasor) of any Released Claims, positions, defenses, or arguments contrary to this Section l(b) of this Release.

9. **Additional Provisions**

a. Each Party represents that the execution and delivery of this Release is the duly authorized and binding act of such a Party.

b. The Recitals are incorporated herein by this reference.

c. This Release shall be interpreted under the laws of the state of Colorado without regard to any conflict of laws provision to the contrary. Enforcement of this Release is subject to the alternative dispute resolution provisions of the Franchise Agreement found in Article 16 as though such Article was incorporated in its entirety herein.

d. Each Party will fully cooperate with all other Parties concerning the performance of this Release. Each Party will execute, acknowledge and deliver such further documents that may reasonably be required to perform this Release effectively and evidence the release of all obligations and liabilities of the Parties as more fully stated herein.

e. This Release may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument, without the necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

(***Signature Page Follows***)

DONE AS OF THE EFFECTIVE DATE

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

GUARANTORS:

Sign: _____
individually

Printed Name:_____

Date: _____

Sign: _____
individually

Printed Name:_____

Date: _____

EXHIBIT 7
MSA SAMPLE (NOT FOR USE)

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (**MSA**), is effective on the date that it is finally signed by all "**Parties**" (**Effective Date**) between _____ [name of franchisee], ("**Management Service Organization**" or "**MSO**") and _____ [name of Medical Professional's business] (**Medical Professional Organization**). MSO and the Medical Professional Organization may be called a "**Party**" or the "**Parties.**" Any capitalized term not defined in this MSA will have the meaning given it in the "**Franchise Agreement**" defined below. Reference to a "**Person**" means a natural person or a business entity.

RECITALS

MSO entered into a franchise relationship with Ream Franchise Group, LLC (**Franchisor**) by signing a franchise agreement on _____, 20__ (**Franchise Agreement**), in which MSO is granted the right to operate the MSO business on behalf of the Medical Professional Organization through use of the Franchisor's System. As part of the grant under the Franchise Agreement, the Franchisor's affiliate, ZCB Works, LLC, (IP **Affiliate**), granted the MSO the right to sublicense certain trademarks, trade names, service marks, logos, and similar commercial symbols (together, the "**Marks**") to the Medical Professional Organization under the terms of this MSA. The Marks are identified in Schedule 1 that is made part of this MSA.

The Medical Professional Organization agrees to use the below-described services offered by the MSO (**MSO Services**) in the delivery of certain healthcare services to men (**Patients**), including hormone replacement, erectile dysfunction and vitamin wellness therapies, weight management, physicals and similar non-critical healthcare services, goods, and medications (**Healthcare Services**) through the Medical Professional's medical clinic (**Clinic**), under the terms of this MSA.

The Parties agree that under all circumstances, the operation of the Clinic will be subject to all state and federal ordinances, statutes, rules, regulations, directives, and controls (singularly and together "**Applicable Laws**") of any governmental or quasi-governmental agency that has jurisdiction over the Clinic, the MSO and the Medical Professional Organization (singularly and together, the "**Governmental Authorities**.**"**

NOW, THEREFORE, in consideration of the mutual covenants found here and for other good and valuable consideration, all of which is deemed to be adequate by the Parties, the Parties agree as follows:

COVENANTS

ARTICLE 1. TERM OF MSA

a. The initial term of this MSA (**MSA Initial Term**) begins on the Effective Date and continues for _____ *[this should be for the initial term of the MSO's franchise agreement, but spelled out in years or months.]*

b. This MSA will automatically renew for additional _____ terms (each, an "**MSA Renewal Term**") following the end of the MSA Initial Term unless MSO or the Medical Professional Organization gives written notice of non-renewal at least 60 days before the end of the initial term or current renewal term.

c. Together, the MSA Initial Term and each MSA Renewal Term may be referred to as a

"**Term**" or as two or more "**Terms**," as the sentence or paragraph may dictate.

ARTICLE 2. MSO SERVICES

a. Subject to all Applicable Laws, the MSO will provide the following services to the Medical Professional Organization:

i. The purchase or lease of the Clinic site (**Premises**) in which will operate the MSO and Medical Professional Organization. The Premises must comply with Applicable Law, demands of Governmental Authorities, and the Franchise Agreement. The MSO shall perform all tenant or owner responsibilities in reference to the Premises, including paying rent as more fully described in Section 4 below.

ii. The purchase or lease of all furniture, fixtures, and equipment other than the Medical Equipment needed to operate and manage the Clinic (**Clinic FF&E)** and all other items necessary to operate the MSO.

iii. Subject to Applicable Law, the development and management of a system to help with the non-medical operations of the Clinic, including scheduling Patient appointments and responding to Patient non-medical inquiries, the determination and purchase of adequate insurance to cover the operations of the MSO, and the non-medical operations of the Premises, general bookkeeping services, and helping the Medical Professional Organization in the operation of the "**Medical Practice Software**," which is a software system that helps the Medical Professional Organization input Patient notes, issue prescriptions electronically, and that offers similar applications that allows the Medical Professional to operate in the Clinic environment.

iv. The delivery of billing services to the Medical Professional Organization with the understanding that,

A. the MSO will bill the Medical Professional Organization's Patients within 30 days of the date that any service was rendered to the Patient;

B. the MSO will also prepare and file insurance and all other necessary or desirable reports, claims, or appeals related to billing to third-party-payors and reimbursement for services performed by the Medical Professional Organization;

C. all billings prepared by the MSO be prepared on the Medical Professional Organization's letterhead;

D. all payments received for the rendering Healthcare Services must be promptly remitted, in full, to the Medical Professional Organization;

E. all payments from Patients shall be payable to the Medical Professional Organization, and the MSO is not entitled to receive any payments directly from Patients in satisfaction of amounts owed by the Medical Professional Organization to the MSO;

F. the Medical Professional Organization and each Medical Professional also agree that fees or remuneration of any type realized for services rendered outside of the Clinic but that are for or on behalf of the Clinic (for lectures or the remote delivery of Healthcare Services for instance) must be identified to the MSO for bookkeeping and collection purposes;

G. the Medical Professional Organization irrevocably designates and appoints the MSO, and its authorized officers and agents as the Medical Professional Organization's agent and attorney in fact for billing and collection services, for endorsing and depositing into the Medical Professional Organization's bank accounts checks, drafts, or other negotiable instruments that either Party receives in payment for Healthcare Services rendered at the Clinic, and otherwise perform billing, collecting, accounting and depositing such funds on behalf of and for the benefit of the Medical Professional Organization.

H. subject to the above and Applicable Law, the Medical Professional Organization and each Medical Professional will follow all rules and regulations of the MSO concerning billing practices, including accounting daily for billable work and such other accounting periods as the MSO may dictate.

v. Hiring, training, scheduling, supervising, and managing the administrative and non-medical office staff for the MSO business and the Clinic. In this regard, the MSO will never regulate the medical or supervisory staff that the Medical Professional Organization uses to operate the Clinic.

vi. To the extent permitted by Applicable Law, prepare and file state and federal tax reports and returns with the understanding that to the extent that Applicable Law requires the Medical Professional Organization to prepare and sign such forms.

vii. Performing other non-medical services as may be required from time to time to ensure the operation of the MOS and the Medical Professional Organization.

b. Unless caused by the negligence of the Medical Professional Organization, a Medical Professional or other staff hired by the Medical Professional Organization, in which case the Medical Professional Organization will be billed for any cost, fee, loss, or damage suffered by the MSO, the MSO will provide

i. general facility services including cleaning and maintenance of the Clinic, FF&E, medical equipment, and all other fixtures and equipment;

ii. all office and similar non-medical supplies necessary to operate the Clinic. Supplies used solely in the delivery of the Healthcare Services, including medical consumables such as personal protection equipment and sharps, will be supplied by the Medical Professional Organization at its sole cost and expense;

iii. general utilities normally and usually used in the operation of the Clinic; and,

iv. clerical, administrative and similar non-medical staff;

c. To perform the above services, the Medical Professional Organization grants the MSO the authority to perform all of the above in the name of the Medical Professional Organization as its attorney-in-fact, designates the MSO as its attorney-in-fact, to sign all documents on behalf of Medical Professional Organization to the extent necessary to provide the MSO Services and to perform MSO's duties required by this MSA.

d. The MSO is not responsible for, and will never engage in, any counseling or screening of Patients.

e. The MSO Services do not include and will never be construed as requiring the MSO

to refer Patients to the Medical Professional Organization or a Medical Professional.

ARTICLE 3. DUTIES OF THE MEDICAL PROFESSIONAL ORGANIZATION

a. During each Term, only those Persons licensed by the state in which the Clinic is located and are in compliance with other local, state, and federal Applicable Law (each Person being a "**Medical Professional**") may deliver the Healthcare Services.

i. **EACH MEDICAL PROFESSIONAL UNDERSTANDS AND ACKNOWLEDGES THAT THE PRACTICE OF MEDICINE IS HIGHLY REGULATED AT THE LOCAL, COUNTY, STATE, AND FEDERAL LEVELS. EACH MEDICAL PROFESSIONAL MUST COMPLY AT ALL TIMES WITH APPLICABLE LAWS RELEVANT TO THE PRACTICE OF MEDICINE, INCLUDING MAINTAINING ALL STATE LICENSING AND ADHERING TO PATIENT PRIVACY LAWS AND STATE AND FEDERAL PATIENT INFORMATION PROTECTION ACTS, APPLICABLE LAWS ON PRESCRIBING MEDICINE, RUNNING MEDICAL TESTS AND LABORATORY ANALYSES, AND SIMILAR LOCAL, COUNTY, STATE, AND FEDERAL LAWS. THESE DUTIES ARE APPLICABLE DURING EACH TERM OF THIS MSA.**

ii. **THE MSO (AND ANY OF IT'S STAFF) WILL NEVER PROVIDE OR DELIVER INFORMATION, DIRECTIONS, OPINIONS, MEDICAL DIRECTIVES, TREATMENT PLANS, OR PRESCRIPTION ADVICE AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY THE MEDICAL PROFESSIONALS.**

iii. **THE MEDICAL PROFESSIONAL ORGANIZATION AND EACH MEDICAL PROFESSIONAL UNDERSTANDS THAT THEY ARE SUBJECT TO OTHER FEDERAL LAWS THAT GOVERN THE DELIVERY OF HEALTHCARE SERVICES, INCLUDING, WITHOUT LIMITATION, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) WHICH GOVERNS THE PROTECTION OF PATIENT INFORMATION, THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITEC) ACT, WHICH GOVERNS ELECTRONIC PATIENT RECORD KEEPING, THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA), WHICH PROVIDES GUIDELINES AND REGULATIONS FOR MAINTAINING THE ON-SITE LABORATORY, AND REGULATIONS OF THE UNITED STATES DRUG ENFORCEMENT AGENCY (DEA), WHICH GOVERN PRESCRIPTION PRACTICES.**

iv. **THE MEDICAL PROFESSIONAL ORGANIZATION COVENANTS AND AGREES THAT IT HAS MADE ALL EFFORTS TO ENSURE THAT THIS MSA COMPLIES WITH ANY APPLICABLE STATE LAWS AND REGULATIONS THAT PROHIBIT THE CORPORATE PRACTICE OF MEDICINE AND FEE-SPLITTING. THE MSO WILL REASONABLY COOPERATE WITH THE MEDICAL PROFESSIONAL ORGANIZATION TO ENSURE COMPLIANCE WITH ANY CHANGES TO APPLICABLE LAWS DURING EACH TERM.**

v. **THE MSO WILL HAVE NO CONTROL OR DIRECTION OVER THE NUMBER, TYPE, OR RECIPIENTS OF REFERRALS MADE BY OR TO THE MEDICAL PROFESSIONAL ORGANIZATION OR A MEDICAL PROFESSIONAL AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED AS DIRECTING OR INFLUENCING SUCH REFERRALS.**

vi. **From time to time, a Governmental Authority may add to, delete (and then reinstate), or modify Applicable law. The Medical Professional Organization or a Medical Professional will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law in the medical operations of the Clinic.**

vii. **Applicable Law may also impose other restrictions on the operation or management of the Clinic or its management, including the requirement that Patients be obtained only through referral by a primary-care physician, that controls the amount of equity the Medical Professional must own and that restrict the franchisee from owning or managing more than one Clinic.**

viii. **Compliance with this Section is a material inducement to the MSO for entering into this MSA with the Medical Professional Organization, and its breach may result in the termination of this MSA with no opportunity to cure.**

b. During each Term, and to the fullest extent permitted by Applicable Law and Governmental Authorities, the Medical Professional Organization will provide the Healthcare Services Medical Professional Organization Services in compliance with the terms and conditions outlined in this MSA and good medical practices. The current list of Healthcare Services offered is identified in Schedule A, as it may be modified from time to time by the MSO. In such an event, the Medical Professional Organization will be given no less than 60 days to comply. Such change may result in additional payments being made to the MSO by the Medical Professional Organization.

c. The Medical Professional Organization and each Medical Professional will devote their best efforts when working in the Clinic. All Healthcare Services will be delivered to the Patients ethically, honestly, and in keeping with the highest standards required by the state where the Clinic is located.

d. The Medical Professional Organization and each Medical Professional will use the Medical Practice Software to perform their duties while at the Clinic, including using the Patient Notes, medical billing coding, and all other modules used to manage the medical operations of the Clinic's practice. Where necessary, each Person will also follow such directions as may be given to them by the MSO regarding non-medical administrative matters. The Medical Professional Organization and each Medical Professional will also comply with third-party-payor rules and regulations to ensure that third-party-payor billing is done correctly.

e. The Medical Professional Organization will create advertising for itself with the understanding that unless specifically permitted by Applicable Law, the MSO will not review or approve any such advertising before it is placed in any medium. Such advertising must, however, have the name of the Clinic, use the Marks, and have the address of the Premises prominently displayed.

f. The Medical Professional Organization must hire all medical staff, and medical staff shall only operate under the control of the Medical Professional. The Medical Professional Organization must pay for all of its staff members that under Applicable Law cannot be paid by the MSO. To this end, it will report the same to the MSO as necessary to ensure that the MSO can keep proper records concerning the same and, as applicable, prepare and fund all tax filings.

g. The Medical Professional Organization shall be solely responsible for ordering, paying for, storing, transferring to other locations, and maintaining all records in connection with their use and disposition of all "Controlled Substances," as that term is defined by the federal

Controlled Substances Act of 1970 (as amended) and by other Applicable Laws issued by any Governmental Authority. The MSO has no responsibility for and shall not engage in any activity connected with any Controlled Substance.

h. The Medical Professional Organization will for itself and will enforce with its Medical Professionals and each employee a strict policy of delivering prompt and professional attention to all Patients. In this regard, it will enforce a strict policy of non-discrimination. By way of example but not limitation, it will not discriminate against any Patient because of the Person's race, color, creed, national origin, sexual orientation, handicap, religion, gender choice (though the Clinic does not offer medical services to those persons that the Medical Professionals determine cannot receive any medical benefit from the delivery of healthcare services) marriage status, or any other suspect class.

ARTICLE 4. USE OF THE PREMISES FOR THE DELIVERY OF HEALTHCARE SERVICES

a. For each Term, the MSO grants the Medical Professional Organization a revocable, non-assignable, and limited license to use the Premises, Clinic FF&E, medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment necessary to operate the Clinic (**Medical Equipment**), and all other fixtures and equipment strictly for operating the Clinic and for no other purpose. This license to use the Premises is not a lease or sublease of the Premises, and this MSA does not create a landlord and tenant or master tenant and subtenant relationship and does not give the Medical Professional Organization or any Medical Professional the right to continued use, possession or occupancy of the Premises, except to the extent expressly stated in this MSA.

i. This limited license is co-terminus with this MSA, whether upon expiration or earlier termination of the then-current Term. This license shall be deemed to end automatically upon the termination of this MSA.

ii. The Medical Professional Organization will use the Premises, the Clinic FF&E, Medical Equipment, and all other fixtures and equipment for the sole purpose of operating the Clinic and for no other purposes.

iii. Upon the expiration or earlier termination of this MSA, the Medical Professional Organization will return the Premises and each piece of the Clinic FF&E, Medical Equipment, and all other fixtures and equipment in the condition they were delivered to them excepting normal wear and tear. To the extent that any damage or loss exceeds normal wear and tear, the Medical Professional Organization will be solely responsible for all costs, fees, damages, or other losses suffered by the MSO as a result.

b. In regards to the Premises, the Medical Professional Organization will be responsible for compliance at the Premises with Applicable Laws, including federal and state OSHA regulations and all requirements for medical waste management. The Parties will cooperate as necessary to ensure such compliance;

ARTICLE 5. RECORDS

a. All patient charts, records, and vital records concerning Patients (**Patient Records**) will be created by the Medical Professional Organization. All such records and Patient information will, at all times, be treated by the Parties and their employees as confidential information. The MSO will have limited access to the Patient Records solely to perform its duties under this MSA. Such access is always limited to the fullest extent required by Applicable Law, and the Medical Professional Organization is solely

responsible for monitoring and controlling such access. Upon termination of this MSA for any reason, all Patient Records shall be returned to the Medical Professional Organization, though the MSO may keep copies of such records as may be required by Applicable Law, including the rules and regulations of the Internal Revenue Service and third-party payors. The Parties agree that to comply with Applicable Law, including HIPAA, the Parties, the Medical Professionals, and other staff members may be required to execute one or more HIPAA-compliant agreements or other agreements otherwise required by Applicable Law.

b. The Medical Professional Organization will also generate other written or electronically generated books and records relating to the operation of the Clinic that may be in addition to the Patient Records and the MSO Records. (**Medical Professional Organization Records**.) The Medical Professional Organization and each Medical Professional agrees that the MSO Records are part of the MSO's "**Proprietary Information**" (defined below). As such, the use of the Medical Professional Organization Records is strictly limited in the manner stated for all Proprietary Information.

c. The MSO will itself generate written and electronically generated records, including operations, office, and management manuals, financial statements, and similar records used in the operation of the MSO and as part of the delivery of the MSO Services. (**MSO Records**). The Medical Professional Organization and each Medical Professional agree that the MSO Records are part of the MSO's Proprietary Information, and their use is strictly limited in the manner stated for all Proprietary Information.

d. The Patient Records, Medical Professional Organization Records, and the MSO Records will be kept for the longer of (a) six years from and after the expiration or earlier termination of this MSA; (b) six years from and after the delivery of Healthcare Services to a Patient, (c) such time as may be required to complete any government audit that may be initiated concerning such records; or (d) as long as may be required by Applicable Law.

e. The Medical Professional Organization agrees that upon reasonable demand, the MSO, contracting health plans and all Governmental Authorities, including state regulatory authorities, the United States Department of Health and Human Services, the United States Government Accounting Office, the Comptroller General of the United States, and their authorized designees will have access to the Patient Records and Medical Professional Organization Records during any Term and for at least the time identified in subsection (c) just above.

ARTICLE 6. MARKS AND PROPRIETARY INFORMATION

a. With the prior consent of the IP Affiliate, the MSO grants the Medical Professional Organization a revocable, non-assignable, and non-exclusive sublicense to use the Marks

b. With respect to the Marks:

i. Except as permitted in this MSA, the Medical Professional Organization and each Medical Professional will not use any of the Marks as part of an electronic mail address or in or on online sites, and the Medical Professional Organization and each Medical Professional will not use or register any of the Marks as part of an Internet domain name.

ii. The Medical Professional Organization and each Medical Professional will not, without the MSO's express written permission, use the MSO's name, the Marks, copyrighted information, or other "**Proprietary Information**" (defined below) on any checks, employee records, employee applications, employee handbooks, or other items that are delivered to the employee.

iii. Any use of a Mark in advertising must be with the MSO's prior written approval as outlined in this MSA.

iv. The Medical Professional Organization and each Medical Professional will not (i) directly or indirectly contest nor aid in contesting the validity of the ownership of the Marks; or (ii) in any manner interfere with or attempt to prohibit the IP Affiliates, MSO's, the Franchisor, or any franchisee of the Franchisor's use of the Marks.

v. The Medical Professional Organization and each Medical Professional further agree to execute all additional documents and assurances reasonably requested by the MSO, the Franchisor or IP Affiliate in connection with the ownership and use of the Marks and agree to cooperate with the MSO fully, the Franchisor or IP Affiliate or any of the Franchisor's other franchisees or licensees in securing all necessary and required consents of any federal or state agency or legal authority.

vi. The Medical Professional Organization and each Medical Professional will promptly notify the MSO in writing of any possible infringement, unfair competition, or similar claims about the Marks or any component of the Proprietary Information that may be the same as or confusingly similar to that used by the MSO.

vii. The MSO's IP Affiliate and the MSO have the right to control any administrative proceedings or litigation involving a Mark licensed or sublicensed to the Medical Professional Organization and each Medical Professional. If the Medical Professional Organization and each Medical Professional learn of any claim against the Medical Professional Organization and each Medical Professional for alleged infringement, unfair competition, or similar claims about the Marks, the Medical Professional Organization and each Medical Professional must promptly notify the MSO. The MSO's IP Affiliate and the MSO will take the action the MSO deems necessary to defend the Medical Professional Organization and each Medical Professional. The MSO will indemnify the Medical Professional Organization and each Medical Professional for any action against the Medical Professional Organization and each Medical Professional by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. The MSO has no obligation to defend or indemnify the Medical Professional Organization or a Medical Professional if the claim against the Medical Professional Organization or the Medical Professional relates to the Medical Professional Organization's or Medical Professional's use of the Marks in violation of this MSA.

viii. The Medical Professional Organization and each Medical Professional will not use the phrase "**Gameday Men's Health**," "**Ream,**" or any phrase that may be commercially similar, or any portion of the Marks in the legal name of the Medical Professional Organization or each Medical Professional's name or business entity. The Medical Professional Organization and each Medical Professional agree not to register or attempt to register or use a Mark using the above (or words similar to these phrases) without the MSO's prior written consent, which may be withheld for any reason or no reason.

ix. The Medical Professional Organization and each Medical Professional may do business as "**XYZ, LLC (or other business entity) doing business as Gameday Men's Health _____ (city/county/state)**" after first receiving the MSO's prior written approval, which may be granted or denied for any reason or no reason.

x. The Medical Professional Organization and each Medical Professional understands that they may not transfer, sublicense, or encumber the Marks in any manner.

xi. The Medical Professional Organization and each Medical Professional agree that to the fullest extent permitted by Applicable Law, the Medical Professional Organization's, and each

Medical Professional's telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses used in the operation of the Clinic constitute a part of the MSO's Proprietary Information, and the Franchisor's System, and are owned by the MSO and not the Medical Professional Organization or the Medical Professional and are subject to the restrictions of this MSA. Accordingly, the Medical Professional Organization and each Medical Professional will not change any such information or assert an ownership claim on the same without the MSO's written approval, which may be granted or denied for any reason or no reason. The Medical Professional Organization and each Medical Professional will sign such documentation as the MSO deems necessary to protect the ownership rights of the above in the name of the MSO when such documentation is delivered to them. Each Party understands and specifically agrees the Medical Professional Organization's, each Medical Professional's, and the Clinic's telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for the Medical Professional Organization and each Medical Professional that are used in conjunction with this MSA and the operation of the Clinic will remain the MSO's property.

xii. If the MSO, in the MSO's sole discretion, determines it necessary to modify or discontinue use of any Marks or any portion of the Proprietary Information or the System, or to develop additional or substitutes for any such component, the Medical Professional Organization, and each Medical Professional will, within a reasonable time after receipt of written notice from the MSO, take such action, at the Medical Professional Organization and each Medical Professional sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

xiii All goodwill associated with the Marks, the Proprietary Information, and any portion of the System, including any goodwill that might have arisen through the Medical Professional Organization's and each Medical Professional's activities at, by or through the Clinic, will inure directly and exclusively to the MSO's, IP Affiliate's, or Franchisor's benefit, except as otherwise provided in this MSA or by Applicable Law.

xiv. No marks, logotypes, trade names, trademarks, or the like other than those specifically approved by the MSO will be used by the Medical Professional Organization and each Medical Professional in the Medical Professional Organization and each Medical Professional's or the Clinic's identification, marketing, promotion, or operation.

c. Certain trade secret, confidential and proprietary information ("**Proprietary Information"** defined below) owned by the MSO or licensed to the MSO by the IP Affiliate or the Franchisor will be disclosed to the Medical Professional Organization and each Medical Professional during the Person's time at the Clinic.

i. The "**Proprietary Information"** includes, (i) Persons that are, have been or will become medical professional organizations that work with the MSO under separate agreements; (ii) except those matters that must be operated and administered solely by the Medical Professionals, the MSO's proprietary method of managing a Clinic; (iii) to the fullest extent permitted by Applicable Law, the identity of and contact information for each Patient (**Patient List)**; (iv) the right to keep Patients after the expiration, termination or transfer of the Medical Professional Organization's rights under this MSA; (v) the Franchisor's System; (vi) the MSO Records; and, (vii) any common law or statutory trademark, trade name, service mark, logo, and copyright rights. The Proprietary Information may be added to and revised from time to time at the MSO's sole discretion.

ii. In consideration of the time and effort that the MSO and Franchisor have spent to create the System, in consideration of the goodwill that has been generated as a result of such efforts, and

for other good and valuable considerations, the Medical Professional Organization and each Medical Professional agree that the MSO and Franchisor retain ownership and control of all components of the Proprietary Information including all Patient Lists. To the greatest extent permitted by Applicable Law, the MSO also retains the right to provide Healthcare Services to the Patients (and to the exclusion of the Medical Professional Organization or a Medical Professionals) after the expiration, termination, or transfer of the Medical Professional Organization or a Medical Professionals rights under this MSA.

iii. Nothing in this MSA will be construed to require the MSO to divulge any portion of the Proprietary Information except for purposes of helping the Medical Professional Organization and each Medical Professional operate the Clinic.

iv. The Medical Professional Organization and each Medical Professional may disclose Proprietary Information only to those employees, agents, and representatives who must have access to operate the Medical Professional Organization or a Medical Professional.

v. The Medical Professional Organization and each Medical Professional have the right to use the Proprietary Information only for so long as the Medical Professional Organization and each Medical Professional complies with this MSA and the MSO's policies and procedures.

vi. The Medical Professional Organization and each Medical Professional acknowledge that the MSO has the sole right to license and control the use of every component of the Proprietary Information. The Medical Professional Organization and each Medical Professional also acknowledge that the Medical Professional Organization and each Medical Professional has not acquired any right, title, or interest in or to any Proprietary Information component and will not acquire any such interest in the future. The Medical Professional Organization and each Medical Professional are granted the limited, non-exclusive license to use the same only in the operation of the Clinic.

vii. The Medical Professional Organization and each Medical Professional will not copy any component of the Proprietary Information unless the MSO specifically authorizes it in writing, which authorization may be granted or denied for any reason or no reason at all.

viii. The Medical Professional Organization and each Medical Professional will not, during any Term of this MSA, at any time after a transfer, or after the expiration or earlier termination of this MSA, reveal any component of the Proprietary Information to any Person not otherwise authorized by this MSA to see such information.

ix. The MSO reserves the right to identify certain Persons employed by the Medical Professional Organization or a Medical Professional (and require the Medical Professional Organization and each Medical Professional) to sign a nondisclosure and non-competition agreement.

x. The Proprietary Information may be added to and revised from time to time in the MSO's sole discretion, and the Medical Professional Organization and each Medical Professional agree to abide by such changes as they occur.

d. The Medical Professional Organization and each Medical Professional agrees to:

i. Fully and strictly adhere to all security procedures prescribed by the MSO to protect and maintain the Marks, each component of the System, and all of the Proprietary Information.

ii. Refrain from using any component of the Marks, the System, or the Proprietary Information in any other business or any manner not specifically authorized or approved in writing by the

MSO.

iii. Exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term of this MSO.

iv. Refrain from conducting any activity at the Clinic or taking any illegal action that could damage or disparage the Marks or negatively impact the reputation and goodwill of the MSO, the IP Affiliate, the Franchisor, the Marks or System.

v. Execute all additional documents and assurances in connection with the Marks, the System, and any portion of the Proprietary Information as reasonably requested and agree to cooperate with the MSO and any of the Franchisor's franchisees or licensees in securing all necessary and required consents of any Governmental Authority to use of the Marks, any portion of the Proprietary Information, or any other component that are or become a part of the System in the operation of the Clinic.

vi. The Medical Professional Organization or a Medical Professional will not create or cause to be created any lien or encumbrance on the Premises, the Marks, the System, or any other licensed item identified in this MSA.

e. During any Term, the Medical Professional Organization or a Medical Professional may create, design, or otherwise improve upon any portion of the System, the Marks, the Proprietary Information, or the like (**Innovation**).

i. Any such Innovation is the Franchisor's sole and exclusive property. Upon creating or discovering such Innovation, the Medical Professional Organization or a Medical Professional will immediately notify the MSO in writing, which will describe the nature of the Innovation in detail. The MSO or Franchisor has the sole and exclusive right to approve or disapprove of any such Innovation for any reason or no reason at all. If approved, the Franchisor or MSO may permit the Medical Professional Organization or a Medical Professional to use the Innovation and may, in the Franchisor's sole discretion, permit any one or more franchisees, the MSO, and the Franchisor to use any portion of the Innovation.

ii. The Medical Professional Organization or a Medical Professional agrees that as between the Medical Professional Organization or a Medical Professional and the Franchisor or MSO, or any third party, the Franchisor owns the right, title, and interest to the Innovation.

iii. The Medical Professional Organization or a Medical Professional agrees to take any action necessary to ensure that such right, title, and interest is possessed by the Franchisor or the MSO. To the extent that such ideas, concepts, techniques, or materials include copyrights (whether in common law or registered) or patents, the Innovation will be a "**work-made-for-hire**." To the extent the Innovation is not deemed a work-made-for-hire, the Medical Professional Organization or a Medical Professional expressly assign to us all exclusive right, title, and interest in and to any portions of the Innovation without further consideration or restrictions liens, or encumbrances. To the extent any of the rights in and to any Innovation cannot be automatically assigned to us due to Applicable Laws, the Medical Professional Organization or a Medical Professional will ensure that the MSO is granted an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) to practice such non-assignable rights, including the right to use, reproduce, distribute, and modify any Innovation. To the extent any of the rights in and to such Innovation can neither be assigned nor licensed to us, the Medical Professional Organization or a Medical Professional irrevocably waive and agree never to assert such non-assignable and non-licensable rights against us or any of the MSO's successors in interest. No rights of any kind in or to an Innovation are reserved to or by the Medical Professional Organization or a Medical Professional, and

none will revert to or be reserved by the Medical Professional Organization or a Medical Professional.

iv. The MSO is not obligated to pay the Medical Professional Organization or a Medical Professional for the Innovation, though it reserves the right to do so without incurring the obligation to pay the Medical Professional Organization or a Medical Professional for any future Innovation.

f. The Medical Professional Organization acknowledges and agrees that a breach of any term, covenant, or condition of this Article would cause irreparable injury for which money damages would not be an adequate remedy. As a result, the MSO is be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining the Medical Professional Organization or any Medical Professional from violating the provisions of this Article.

ARTICLE 7. FEES

a. Beginning on the Effective Date, the Medical Professional Organization will pay the MSO $_____ (**MSO Fee**) as payment for, (i) the non-exclusive license to access and use of the Premises, (ii) the non-exclusive license to access and use of all of the Clinic FF&E, Medical Equipment, and all other furniture, fixtures, and equipment, (iii) the non-exclusive license and right to use the Marks and Proprietary Information as described in this MSA; and, (iv) the delivery of the MSO Services.

i. The MSO will bill the Medical Professional Organization in arrears on the first day of each month for the previous month. (**Due Date**). If the Effective Date is other than the first day of a month, the payment of the MSO Fee for that month will be prorated.

ii. The MSO Fee will be automatically withdrawn from the Medical Professional Organization's operating account through an electronic fund transfer (**EFT**). The Parties agree that they will cooperate to cause the EFT process to be arranged. This will be done on or before the Effective Date.

b. The MSO Fee, or any other fees due and payable under this MSA, are not intended to be, and shall not be interpreted to be payment for the referral of a Patient to the Clinic

c. There may be other fees or costs identified elsewhere in this MSA, all of which will be billed and collected the same manner as the MSO Fee.

d. If the Medical Professional Organization fails to have sufficient funds in the account Due Date or otherwise fails to pay any other fees due under this MSA, then in addition to the amount owed, the MSO will charge a late fee of $_____ per day (**Late Fee**), plus interest at 18% per annum, compounded monthly (**Default Interest**). Default Interest will never be greater than the highest amount permitted in Clinic's state, and if this Default Interest rate violates Applicable Law, it will be automatically reduced to the highest interest rate permitted.

e. The Medical Professional Organization acknowledges that nothing in this Section constitutes the MSO's agreement to accept any payments after they are due or a commitment to extend credit to or otherwise finance the Clinic's operations. The collection of a Late Fee and Default Interest and accepting any late payment will not diminish the MSO's rights to any other remedies available under this MSA or Applicable Law as all remedies are cumulative.

f. Notwithstanding any designation by the Medical Professional Organization as to the application of a payment, the MSO will allocate any payment first to any Late Fees and Default Interest, then to any late MSO Fees and other past-due fees, then to current MSO Fees and other fees that are due.

The allocation set forth above will not postpone any payments due on a current or future Due Date.

ARTICLE 8. PRACTICE OF MEDICINE

a. The Parties specifically agree that the Medical Professional Organization and the Medical Professionals are solely and exclusively responsible for the delivery of the Healthcare Services and any other medical or quasi-medical treatments, diagnoses, policies, ethical determinations, procedures, prescriptions, testing, or equipment delivered to a Patient. The MSO will have no right or authorization to participate in any manner concerning the above. The Medical Professional Organization or any Medical Professional will not delegate any matter to the MSO that would permit or require the MSO to practice medicine or any other profession requiring a professional license.

b. The Professional Organization shall further have the discretion and authority to choose which Medical Equipment will be used in connection with providing the Healthcare Services.

c. The Medical Professional Organization acknowledges that it has reviewed and approved all fixtures, equipment, and devices located at the Premises and agrees that if the Medical Professional Organization decides to use Medical Equipment or devices not made available under this MSA, it will do so at its own cost, expense and risk.

ARTICLE 9. MEDICAL PROFESSIONAL INSURANCE

a. Before the Effective Date and then annually, the Medical Professional Organization will purchase, and will maintain in full force and effect during each Term, an insurance policy or policies protecting the Medical Professional Organization, each Medical Professional, the MSO, and the officers, directors, members, managers partners, and employees of each Party against any loss, liability, personal injury, death, product liability, vicarious liability, property damage, or expense whatsoever arising or occurring upon or in connection with the delivery of the Healthcare Services, or other goods or services offered to Patients by the Medical Professional Organization and its Medical Professionals and other staff members over whom the MSO has no control. Each policy will include primary and non-contributory coverage, ongoing and completed operations, products and completed operations liability, and a blanket waiver of subrogation for all additional insured.

b. Before the Effective Date and at least 30 days after the renewal of each such policy, the Medical Professional Organization will deliver to us the actual policy or policies of insurance or endorsements issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

c. All policies will expressly provide that no less than 30 days prior written notice will be given to the MSO in the event of a material alteration to, termination, non-renewal, or cancellation of the coverage evidenced by such policies.

d. The Medical Professional Organization will obtain the following coverage:

i. Professional Liability Insurance covering all Medical Professionals with limits of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

ii. Excess liability umbrella coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

iii. Employer's liability and worker's compensation insurance as required by state law.

iv. Business interruption insurance of not less than $50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage.

v. Comprehensive crime and blanket employee dishonesty insurance of not less than $50,000.

vi. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than $1,000,000 per claim $2,000,000 in the aggregate.

e. All insurance policies (including the Medical Professional's professional liability insurance) must be on an "**occurrence basis**" only. If such coverage is not available in the Clinic's state, or if the state has other requirements and the policies must be written on a "**claims-made**" basis, the Medical Professional Organization must purchase and maintain unlimited "**extended coverage**" (also known as "**tail coverage**") that will remain effective after the expiration earlier termination, or transfer of this MSA.

f. In all cases, all such insurance must name as "**additional insureds**" the MSO and, if deemed appropriate, the MSO's officers, directors, equity holders, members, managers, and agents as additional insureds. The coverage afforded to the additional insureds must be written on a primary basis and will not require or contemplate contribution by any other policy or policies obtained by or available to an additional insured.

g. If a Medical Professional is required to have insurance in the Person's own name so that the Person is not covered by the Medical Professional Organization's policies, then each such Policy must name the MSO and if deemed appropriate, the MSO's officers, directors, equity holders, members, managers, and agents as additional insureds.

h. Should the Medical Professional Organization, for any reason, fail to procure or maintain the insurance required by this MSA, the MSO has the right and authority (but no obligation) to procure such insurance and to charge the same to the Medical Professional Organization, which charges, together with the MSO's then-current monthly fee to administer the same, will be immediately payable to us. If payment is then due monthly, this will be billed and withdrawn as part of the monthly ACH transaction. Failure to have the minimum insurance is a breach of this MSA for which no cure may be provided.

ARTICLE 10. INDEMNIFICATION

a. The Medical Professional Organization agree to hold us harmless and will indemnify and defend the MSO and its officers, directors, equity holders, members, managers, and agents its officer(the "Indemnified Parties"), against, and will reimburse it for all "Claims" (as defined below), directly or indirectly arising out of, the Medical Professional Organization's operation of the Clinic including without limitation Claims, (i) by the Medical Professional Organization's employees or Patients; (ii) resulting from the Medical Professional Organization's breach of any agreement with a third party that results in the MSA being named in the Claim; (iii) a Claim of premises liability (unless covered by the MSO's insurance;) (iv) a claim of medical malpractice; (v) the Medical Professional Organization's use of the Marks, the System, and the Proprietary Information; (vi) the Medical Professional Organization's failure to comply with the determination or direction of a Governmental Authority; (vii) the Medical Professional Organization's failure to comply with all Applicable Laws relevant to the management or operation of the Clinic; (viii) the Medical Professional Organization's failure to hire and retain the Medical Professionals required by Applicable Law; (ix) an Claim that a Patient was served by a non-Medical Professional, when in fact, a

Medical Professional should have worked with the Patient; (x) the Medical Professional Organization's failure, the failure of the Medical Professional Organization's Medical Professional, or the failure of the Medical Professional Organization's management group (under the MSO Model) to carry all of the insurance required by this MSA or by Applicable Law; or, (xi) as a result of the Medical Professional Organization's performance or failure to perform under any other term, covenant, or condition of this MSA. "Claims" include any legal or equitable claim, obligation, liability, cause of action, damage, award, judgment, cost (including reasonable attorney's fees, court costs, and expert witness fees), expenditures of funds by us, or loss suffered by us because of an indemnifiable Claim.

b. Included in this indemnification is the reimbursement to, or direct payment by the Medical Professional Organization of any award, damages (including punitive, consequential, special, or similar damages), and costs reasonably incurred in defense of any Claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

c. The MSO has the absolute right to defend any such Claim and has the right to have counsel of its choosing, the reasonable cost of which will be borne by the Medical Professional Organization.

d. This indemnity will continue in full force and effect after and notwithstanding the transfer, expiration, or termination of this MSA and will continue for any applicable limitation-of-actions statute.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

a. In all matters between the Parties, between the Medical Professional Organization, its Medical Professionals, staff members, and the MSO, or between the Medical Professional Organization, its Medical Professionals, staff members, and the public, each is an independent contractor of the other. Nothing in this MSA or the franchise relationship constitutes a partnership, agency, joint venture, employment relationship, or another arrangement between us.

b. There is no fiduciary relationship between the Parties or between the Medical Professionals or the public and the MSO.

c. No Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

d. No Party has the right or authority to act as agents for the other. No Party will guarantee the other's obligations or in any way become obligated for the debts or expenses of the other unless the Parties specifically agree to the contrary in writing.

e. Each Party is solely and exclusively responsible for managing and controlling the relationship between its employees, Medical Professionals, staff, and the public.

f. The Parties agree not to hold themselves out by action or inaction, contrary to the preceding.

g. The employees of each Party will be notified in writing that the employee is that of the employer delivering such notice and not of the other Party.

h. To the extent permitted by Applicable Law, the Parties agree to post signs indicating the status of the Parties as described above.

i. Regardless of the fact that the Franchisor is a third-party beneficiary under some of the terms of this MSA, the Medical Professional Organization and MSO acknowledge and agree that the Franchisor is not a party to this MSA and that the Medical Professional Organization has no contract or other rights against the Franchisor concerning any matter including, without limitation, the operation or profitability of the Clinic business, any employee-related matters, and any marketing or other System materials, methods or guidelines.

ARTICLE 11. REPRESENTATIONS, WARRANTIES, AND OTHER LIMITATIONS.

a. The Medical Professional Organization makes the following representations and warranties:

i. The Medical Professional Organization is not a party to any agreement that would prevent it from entering into this MSA.

ii. Each Medical Professional and, if required by Applicable Law, the Medical Professional Organization have on the Effective Date all licenses (professional or otherwise), permits, and rights to deliver the Healthcare Services in the state in which the Clinic is located, and each will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. The Medical Professional Organization is authorized by all necessary action to enter into this MSA.

iv. There is no litigation threatened, pending, or existing against the Medical Professional Organization or any Medical Professional on the Effective Date. The Medical Professional Organization or any Medical Professional is not threatening and is not in the process of bringing legal action against any Person. If during a Term, litigation is threatened, pending or existing on behalf of, or against the Medical Professional Organization or any Medical Professional, the Medical Professional Organization will immediately notify the MSO, which in turn may take any action in law or equity necessary to protect the MSO, the Marks, Proprietary Information, or goodwill of the MSO, the Marks, Proprietary Information or goodwill.

b. The MSO makes the following representations and warranties:

i. The MSO is not a party to any agreement that would prevent it from entering into this MSA.

ii. The MSO has on the Effective Date all licenses, permits, and rights to deliver the MSO Services in the state in which the Clinic is located, and it will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. There is no litigation threatened, pending, or existing against the MSO on the Effective Date. The MSO is not threatening and is not in the process of bringing legal action against any Person. If, during a Term, litigation is threatened, pending or existing on behalf of, or against the MSO, the MSO will immediately notify the Medical Professional Organization, which in turn may take any action in law or equity necessary to protect itself.

c. The Parties expressly agree that MSO makes no express or implied warranties regarding the quality of MSO Services rendered to Medical Professional Organization.

d. **Further, each Party agrees that the other has made no promise, representation, or warranty concerning the revenue that may be generated by, at, or through the Clinic.**

ARTICLE 12 NON-COMPETITION AND OTHER RESTRICTIVE COVENANTS

a. The Parties share a common interest in avoiding situations where Persons who are or have been parties to any MSA or franchisees of the Franchisor are allowed to operate or otherwise become involved with a similar "**Competing Business"** (defined below) during a Term of this MSA. Similarly, the Parties want to protect the Proprietary Information from misuse or in a Competitive Business.

b. Therefore, to the fullest extent permitted by Applicable Law and the terms of this MSA, during any Term, the Medical Professional Organization agrees that during any MSA Term, the Medical Professional Organization and its officers, directors, equity owners, members, and managers will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business wherever located, except with the MSO's prior written consent which consent may be granted or withheld for any reason or no reason at all.

c. A "**Competitive Business**" means a business that offers the MSO Services delivered to the Medical Professional Organization, or the Healthcare Services being offered through a Clinic on the date of the expiration, earlier termination or transfer of this MSA, the sale of which services is at least 5% of the gross revenue of the Competitive Business.

d. To the fullest extent permitted by Applicable Law and the terms of this MSA, upon the expiration, earlier termination, or transfer of this MSA and for 24 full months after that, the Medical Professional Organization agrees that it will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business that is within the "**Exclusive Territory"** granted the MSO by the Franchise Agreement, or within the territory of another business owned by the MSO that offers the MSO Services, another franchise, an affiliate of the Franchisor, or a Clinic owned by the Franchisor, or within five miles of the perimeter of the Exclusive Territory, or five miles of the perimeter of the territory of another business owned by the MSO that offers the MSO Services, another franchisee, an affiliate of the Franchisor or the Franchisor.

e. To the fullest extent permitted by Applicable Law, during the Term of this MSA, for 24 full months following a transfer or the expiration or termination of this MSA for any reason, and in the area described in the subparagraph (d) just above, the Medical Professional Organization covenants and agrees that it will not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person,

i. divert or attempt to divert any business to a Competitive Business; or,

ii. do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, the System, or both.

f. The covenants found in this Article are intended to be a reasonable restriction on the Medical Professional Organization. The Parties agree that the purpose of these restrictions is to protect the MSO and entire franchise system from unfair competition and to protect the goodwill, time, and effort spent

in operating the MSO and in creating the System and the Proprietary Information. The Medical Professional Organization further agrees that the officers, directors, equity holders, and managers of the Medical Professional Organization have skills of a general and specific nature and have other opportunities, or will have other opportunities to use such skills and that the enforcement of these covenants will not unduly deprive such Persons of the opportunity to earn a living.

g. To ensure that the covenants found in this Article are and will remain enforceable, every location of a business, every month, each mile of distance, or any other restriction may be amended by the arbitrator to reduce any spatial, temporal, or other limitation considered to be overly broad, in the most limited manner possible to fashion a reasonably enforceable covenant that upholds the restrictive nature of this Article and the MSA.

h. The Medical Professional Organization agrees that the existence of a Claim it may have against the MSO, whether or not arising from this MSA, does not constitute a defense to the MSO's enforcement of the covenants of this Article.

i. Any failure to comply with the requirements of this Article will cause us irreparable injury for which no adequate remedy at law may be available. Therefore, the Medical Professional Organization agrees and consents to the issuance by a court of competent jurisdiction of an injunction prohibiting your conduct. If the court has granted the equitable relief, the Parties agree that they will immediately proceed under the alternative dispute resolution covenants of this Agreement and to the exclusion of seeking further relief in court. If the equitable relief is denied, will still have the right to seek redress under this MSA

j. If at any time during a period of non-competition, the Medical Professional Organization fails to comply with its obligations under this Article or any other term, covenant, or condition of this MSA that survives the expiration, termination, or transfer of this MSA, the period of noncompliance will not be credited toward satisfaction of the non-competition requirement. Instead, the counting of the period of non-competition will be tolled until the Medical Professional Organization is again in compliance.

k. This Article applies to all participants in the management operations of the Medical Professional Organization, including any equity holder and any Person with a manager or higher position.

l. To the fullest extent permitted by Applicable Law, the MSO may require one or more of the Medical Professionals or a Person identified in the previous subparagraph just above to sign a non-competition agreement.

m. To the fullest extent permitted by Applicable Law, the Medical Professional Organization and all of its participants in the operation of the Medical Professional Organization including any equity owners, agree during a Term and after that, each such Person will refrain from directly or indirectly, making a negative or critical statement to any third parties, either verbally or in any other form or media, about the MSO, the Franchisor, or any of their respective products, services, businesses or business practices.

n. The covenants of this Article survive the transfer, expiration, or earlier termination of this MSA and continue to apply to and bind the Persons subject to these terms.

ARTICLE 13. <u>DEFAULT, TERMINATION, AND OTHER OBLIGATIONS</u>.

a. Medical Professional Organization will be deemed to be in default under this MSA, and the MSO will have the right to terminate this MSA effective upon delivery of notice of termination to Medical Professional Organization, subject only to any right to cure to the extent expressly set forth below, if the Medical Professional Organization or, if applicable, its officers, directors, equity owners, members

or managers,

i. assigns or transfers this MSA, or the ownership of Medical Professional Organization (if an entity) changes, without the prior written consent of MSO;

ii. is (are) adjudicated a bankrupt, becomes insolvent or makes a general assignment for the benefit of creditors, or fails to satisfy any judgment rendered against it within 30 days after all appeals have been exhausted.

iii. uses, sells, distributes, or gives away any Healthcare Services;

iv. is convicted of or pleads no contest to a felony or are convicted or plead no contest to any crime or offense that is likely to adversely affect the goodwill or reputation of the MSO, the Franchisor, the System, or the Marks;

v. engages in any dishonest, unethical or other conduct that is reasonably likely to reflect unfavorably on the goodwill or reputation of MSO, the Franchisor, the System or the Marks;

vi. violates any health or safety law, ordinance or regulation, or performs the Healthcare Services in a manner that presents a health or safety hazard to patients or the public;

vii. fails to pay when due any monies owed to MSO, including the MSO Fee, and does not make such payment within two days after written notice is given to Medical Professional Organization;

viii. fails to maintain all professional licenses, permits, and other licenses required to operate the Clinic;

ix. fails to cause any Medical Professional to maintain the Person's professional licenses, permits, and other licenses required to deliver the Healthcare Services to Patients;

x. fails to maintain all insurance required by this MSA;

xi. fails to monitor its Medical Professionals to ensure maintenance of insurance required by this MSA, which results in a Claim being made that would have been covered by insurance if it was maintained;

xii. fails to comply with any other provision of this MSA, any other agreement with MSO, or any mandatory specification, program, standard or operating procedure within 10 days after written notice of such failure to comply is given to Medical Professional Organization; or

xiii. if a principal of the Medical Professional Organization dies, becomes permanently disabled, or is temporarily disabled such that the Clinic cannot operate on a full-time basis for more than 10 scheduled business days in any three calendar month period.

b. The Medical Professional Organization may terminate this MSA after providing the MSO with no less than 60 days' prior written notice, which notice states the specific event of a breach. If the MSO is able to cure such breach within the 60 days, then this MSA will continue in full force and effect.

c. Except for the obligation to cure any monetary breach, or the obligation which cure will not be extended, if the right to cure is granted under this MSA and if the breaching Party begins cure within three business days of the receipt of written notice from the other Party, and if the cure cannot then be

completed within the time required, the breaching Party will be given up to an additional 10 days within which to complete the cure. If it is not completed within the extra 10 days, the non-breaching Party may terminate this MSA without granting any additional cure rights.

d. The Parties may also terminate this MSA upon such terms as they may mutually agree.

e. This MSA may also be terminated by either Party immediately by written notice to the other Party if such Party reasonably believes, based upon an opinion of qualified legal counsel, that this MSA violates Applicable Law; provided, however, that the Parties will negotiate in good faith to amend this MSA to comply with all such Applicable Law while still achieving the primary purposes of this MSA.

f. Upon a transfer, termination, or expiration of this MSA, the Medical Professional Organization will cease to be a licensed hereunder and will immediately,

i pay for all product purchases, advertising fees, and other charges and fees owed or accrued to the MSO;

ii. cease to advertise or in any way use the System, the Marks, any Proprietary Information, procedures, or processes provided by or licensed by the MSO to the Medical Professional Organization;

iii. remove signs and destroy all letterhead that associates the Medical Professional Organization with the Clinic;

iv. take such action as is necessary to amend or cancel any assumed name, fictitious name, or business name or equivalent registration which contains any trade name or Mark;

v. notify all suppliers, utilities, creditors, and concerned others that the Medical Professional Organization is no longer affiliated with the MSO or the Clinic the System and provide proof of such notification; and

vi within seven calendar days, return by first-class, prepaid, certified, return receipt requested, United States Mail or destroy (and provide proof of such destruction) all printed or electronic materials delivered by the MSO to the Medical Professional Organization; and

g. The Medical Professional Organization further agrees that it will fully cooperate with the perfection of the MSO's rights under Article 6.b.xi to cause all such identifying information to be transferred to the MSO. If the telephone company, website manager, hosting agent, and other listing or Internet agencies fail to accept the Collateral Assignment, this covenant serves as the Medical Professional's election of the MSO as its attorney in fact as evidence of the MSO's exclusive rights in and to the same. If the state in which the Clinic is located requires specific information be included in this MSA or a particular document be executed to perfect the MSO right to act as the attorney-in-fact, the Parties agree that this MSA is amended to include such language or document, and the Parties will cooperate to ensure that such document is executed;

h. The terms of this Article survive the Transfer, expiration, or earlier termination of the Franchise Agreement.

ARTICLE 14 WAIVER OF CERTAIN DAMAGES AND ALTERNATIVE DISPUTE RESOLUTION

a. Each Party agrees that it has the right to seek damages in addition to the actual monetary loss that can be proven, including consequential, exemplary, and punitive damages. Being advised of the same, each waives such damages that may be in addition to any actual monetary damages suffered even though each Party is informed that such damages may be available; except if the Medical Professional Organization is required to indemnify the MSO and if as a result of the action underlying the indemnification, such damages are awarded to the injured party, then the Medical Services Organization agrees that indemnification provisions of this MSA will cover such damages.

b. The Parties believe it is important to resolve disputes amicably, quickly, cost-effectively, and professionally and return to business as soon as possible. The Parties further agree that the provisions of this Article support these mutual, practical business objectives, and, therefore, agree as follows:

i. All provisions of this MSA (including this Article) will be fully enforced, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims.

ii. The terms of this Article are mandatory and not permissive.

iii. The Parties are relying on the federal preemption of state laws under the Federal Arbitration Act (9 USC §1 et seq.) (FAA) with the understanding that the FAA and not state law will control any matters concerning mediation and arbitration and, as a result, the provisions of this MSA will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration will be held as provided in this Article.

iv. **Except as expressly provided in this MSA, EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY NOT AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

v. The terms of this MSA (including but not limited to this Article) will control concerning any matters of jurisdiction, venue, and choice of law, each of which is mandatory and not permissive; and,

vi Although a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding, (i) may include issues of law, fact, or otherwise, that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this MSA, the Parties still agree any dispute between the Parties to this MSA will be enforced according to the terms found herein, including the obligation to perform under this Article.

c. Before arbitration, each Party agrees to adhere to the following procedure:

i. First, in the event of a disagreement between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;

ii. Second, if the issues between the Parties cannot be resolved, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (**JAMS**) or its successor (or an organization designated by JAMS or its successor. If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation will be heard by the American Arbitration Association (**AAA**).

A. The Parties will agree upon a single mediator experienced in franchising. If the Parties cannot agree upon the mediator, then the senior-most officer, director, or manager of the association under which the mediation occurs will choose a neutral and disinterested mediator, and such choice will be final and binding upon the Parties.

B. Mediation must begin 30 days after the face-to-face meeting. Any Party may be represented by counsel and bring persons appropriate to the proceeding with the mediator's permission.

iii. Each Party will bear the Person's costs associated with attending mediation. Each Party will equally split the cost of the mediator.

iv. If the mediation does not resolve the matter, the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.

d. Subject to the terms of this Article, Arbitration must begin at the earlier of 90 days after mediation fails to resolve the issue or the last day of the one-year period identified in this Article below. Arbitration will be held before and under the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the AAA. If the Parties cannot agree upon the arbitrator, then the senior-most officer, director, or manager of the association under which the arbitration is to take place will choose a neutral and disinterested arbitrator, and such choice will be final and binding upon the Parties.

i. The arbitrator's judgment on any preliminary matter or the final arbitration award will be final and binding and may be entered in any court having jurisdiction.

ii. The arbitrator's award will be in writing.

iii. There will be no right to appeal an interim ruling or final award

iv. The final and binding decision or award of the arbitrator in one matter will not have precedential or "offensive collateral estoppel" effect in an arbitration between the Franchisor and another franchisee, such that the matters decided in the original arbitration will not be used in future arbitration between another franchisee or Person and us as proof of a fact or matter contested in the later arbitration.

MANAGEMENT SERVICE ORGANIZATION

_____

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

MEDICAL PROFESSIONAL ORGANIZATION

_____

BY:_____
PRINT NAME: _____
TITLE: _____
DATE: _____

SCHEDULE 1
MARKS

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the "USPTO") for the following:

Registration Number	Description of Mark	Filing Date
6,805,774	GAMEDAY MEN'S HEALTH	August 2, 2022

Our IP Affiliate has also applied for registration of the following:

Application Number	Description of Mark	Filing Date
88632607	GAMEDAY	September 26, 2019

Our IP Affiliate claims common law rights to the following word Mark:

Gameday Men's Health

EXHIBIT 8
CLOSING ACKNOWLEDGEMENT

(This acknowledgement is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

Franchisee's Name: _____
Address: _____
Telephone: _____
Today's Date: _____

PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT IS IMPORTANT TO YOU

A. GENERAL QUESTIONS:

1. The date which I received the Franchise Disclosure Document (FDD) from Franchisor. _____

2. The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt). _____

3. The earliest date on which I delivered cash, check, or consideration to the franchise marketing representative or any other Person. _____

4. Did you initiate negotiations about the Franchise Agreement with the Franchisor? Yes_____ No_____. If yes, what was that date? _____

B. REPRESENTATIONS

PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT IS IMPORTANT TO YOU

1. I had an opportunity to review the FDD and other agreements attached to the disclosure document and understand the terms, conditions, and obligations of these agreements.

☐ **Yes** ☐ **No**

_____

2. I had an opportunity to seek professional advice regarding the FDD, the Franchise Agreement, and all matters concerning purchasing my franchise.

☐ **Yes** ☐ **No**

_____

3. Except as specifically written in the Franchise Agreement or any addendum to the Franchise Agreement that you and we signed, no promises, agreements, contracts, commitments, representations, understandings, "side deals" or otherwise have been made to or with me concerning any matter, including any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or other services.

☐ True ☐ False

_____

4. No oral, written, or visual claim, representation, promise, agreement, contract, commitment, or understanding was made that contradicts or is inconsistent with the terms of the Franchise Disclosure Document, Franchise Agreement, or any exhibits.

☐ True ☐ False

_____

5. I have made my independent determination that I have adequate working capital to develop, open, and operate my Business.

☐ True ☐ False

_____

6. I understand that my investment involves substantial business risks and that there is no guarantee that it will be profitable.

☐ True ☐ False

_____

7. I acknowledge that the success of my Business is based on my ability as an independent businessperson and my active participation in the day-to-day operation of the business.

☐ True ☐ False

_____

C. STATEMENTS OF THE FRANCHISOR

THE PARAGRAPHS BELOW ARE THE POLICIES OF THE FRANCHISOR. IF ANY IS UNTRUE OR IS CONTRADICTED BY YOUR EXPERIENCE, PLEASE PROVIDE AN EXPLANATION.

1. The Franchisor <u>does not permit</u> any employee, salesperson, officer, director, or another individual to make or endorse any representations, warranties, projections, or disclosures of any type relating to the financial success of the franchise business and, except as specifically stated in item 19, or by you at the line below, no information as to sales, income, expenses, profits, cash flows, tax consequences or otherwise have been given to the Franchisee. I*f any such representations have been made to you by any Person in the Franchisor's employ, please state them below and immediately inform the Manager of the Franchisor.*

_____

2. The Franchisor <u>does not permit</u> any employee, salesperson, officer, director, franchisee, or another management personnel to project any results that a Franchisee can expect in the operation of the business. ***If any such representations have been made to you by any Person, please state them below and immediately inform the Manager of the Franchisor.***

_____

3. The Franchisor <u>does not permit</u> any promises, agreements, contracts, commitments, representations, understandings, "side deals," or variations or changes in or supplements to the Franchise Agreement except by a written addendum signed by you and the Franchisor. ***If any such deals or changes have been made or promised, please state so below and immediately inform the Manager of the Franchisor.***

_____

I have completed this Closing Acknowledgement and have disclosed any information that is contrary to any printed statement or have provided any other information that I deem to be important. I understand that my answers are part of the Franchisor's material determination in granting franchise rights and that their reliance on the same is fair, reasonable, and expected by me.

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

(***Signature Page Follows***)

Done as of the Date Stated Below.

FRANCHISOR:
REAM FRANCHISE GROUP, LLC,
A California limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company / partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name:_____

Sign: _____
individually

Printed Name:_____

EXHIBIT B-2
AREA DEVELOPMENT AGREEMENT

EXHIBIT B-2

GAMEDAY MEN'S HEALTH

AREA DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

ATTACHMENTS:

GAMEDAY MEN'S HEALTH

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Area Development Agreement") is made and entered into by and between Ream Franchise Group, LLC, a California limited liability company ("we," "us," or "our"), and the area developer identified in Attachment A to this Area Development Agreement ("you" or "your") as of the date specified as the "Effective Date" in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development and operation of businesses ("Gameday Men's Health Franchise(s)") offering healthcare services to men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, mental health services in the fields of personal relationships and life skills, prescriptions, and similar non-critical healthcare services, goods, and medications ("Gameday Men's Health Business(es)");

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the "Initial Franchise Agreement") for the right to establish and operate a single Gameday Men's Health Business (the "Initial Business"); and

WHEREAS, you desire to purchase an option to establish and operate multiple Gameday Men's Health Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Area Development Agreement.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows:

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of Gameday Men's Health Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Gameday Men's Health Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement including a higher royalty rate.

1.2 If you comply with the terms of this Area Development Agreement, including the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Gameday Men's Health Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You acknowledge that the Development Territory may already include existing Gameday Men's Health Franchises, and that you may not develop a Gameday Men's Health Franchise that infringes on the territorial rights of existing Gameday Men's Health Franchises. We and our affiliates have the right to operate, and to license others to operate, Gameday Men's Health Businesses at any location outside the

Development Territory, even if doing so could affect your operation of any of your Gameday Men's Health Businesses.

We and our affiliates, and any other authorized person or entity (including any other Gameday Men's Health Franchise), reserve the right at any time, conduct any other type of activities within your Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other Gameday Men's Health Franchises), to act in the manner permitted in any franchise agreement.

We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right to:

(a) to own, franchise or operate Gameday Men's Health Businesses at any location outside of the Development Territory, regardless of the proximity to your Gameday Men's Health Businesses, even if doing so will or might affect your operation of Gameday Men's Health Businesses;

(b) to use the Gameday Men's Health trademarks (the "Marks") and system (the "System") to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;

(c) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering products similar to those offered by Gameday Men's Health Businesses, at any location, including within the Development Territory, which may be similar to or different from the Gameday Men's Health Business(es) operated by you;

(d) to engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Gameday Men's Health Business, whether located inside or outside the Development Territory, provided that any businesses located inside your Development Territory will not operate under the Marks; and

(e) to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory, including orders accepted or solicited by other Gameday Men's Health franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional Gameday Men's Health Franchises

which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Gameday Men's Health Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each Gameday Men's Health Business.

1.4 You must own at least a 51% equity interest in any legal entity that signs a franchise agreement under this Area Development Agreement. You shall identify all of your equity owners by completing the "Statement of Ownership" attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in the equity ownership of you. The failure of you to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a default of this Area Development Agreement.

2. TERM

Unless it is terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire on the earlier to the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you shall be subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

You must pay us the total "Development Fee" set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is uniformly calculated, payable when you sign this Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any Gameday Men's Health Businesses.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each Gameday Men's Health Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement shall be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent Gameday Men's Health Franchises developed under this Area Development Agreement shall be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a Gameday Men's Health Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement. You may not exercise any development rights under this Area Development Agreement while you are in default of any other agreement with us, including any franchise agreement.

If you wish to purchase the right to open additional Gameday Men's Health Franchises under this Area Development Agreement, you may make a written request to us which shall include the number of additional Gameday Men's Health Franchises that you wish to develop. We may accept or reject your request in our sole and absolute discretion. If we are willing to grant your request, then we will propose a

new or amended Development Schedule and, if applicable, an amended Development Territory, and you agree to enter into our then-current form of Amendment for Additional Development, the current form of which is attached to our franchise disclosure document in Exhibit G. You will be required to pay us the difference between the Development Fee that you pay us under this Area Development Agreement and our then-current development fee for the total number of all Gameday Men's Health Franchises in the amended Development Schedule and we reserve the right to increase the development fees that we charge. We may agree to expand your Development Territory in the Amendment for Additional Development or not modify your Development Territory in our sole and absolute discretion. You agree that we may reject any request that you make for additional development rights in our sole and absolute discretion and that nothing herein grants you any right to any additional development rights or additional territorial rights. You may not request additional Gameday Men's Health Franchises while you are in default of this Area Development Agreement or any other agreement with us, including any franchise agreement.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of franchise agreements that must be executed prior to the expiration of each of the designated development periods ("Development Periods") for the operation of Gameday Men's Health Franchises in the Development Territory.

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of Gameday Men's Health Businesses than you are required to develop during that Development Period by executing multiple franchise agreements during a single Development Period. Any franchise agreements executed during a Development Period in excess of the minimum number to be executed prior to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Gameday Men's Health Franchises permitted under the Development Schedule.

5.3 You shall open each Gameday Men's Health Business in accordance with the terms of the franchise agreement and shall execute the franchise agreements in accordance with the Development Schedule set forth in Attachment B.

5.4 Your failure to adhere to the Development Schedule shall constitute an event of default under this Area Development Agreement, for which we may exercise our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed Gameday Men's Health Franchise, or delivery of a franchise agreement, until such time as we are is legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

6. LOCATION OF GAMEDAY MEN'S HEALTH BUSINESSES

The location of each Gameday Men's Health Business shall be selected by the you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You shall not commence construction on or open any Gameday Men's Health Business until, among other things, the individual franchise agreement for that Gameday Men's Health Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you (or your affiliate(s)): (a) fail to comply with the Development Schedule; (b) fail to perform any of your obligations under this Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

(a) terminate this Area Development Agreement;

(b) terminate the territorial exclusivity granted to you;

(c) reduce the size of your Development Territory;

(d) permit you to extend the Development Schedule; or

(e) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or conservators (the "Heirs") to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then we shall have the right to immediately terminate this Area Development Agreement. We may withhold or grant such consent in our sole discretion. For purposes of this Section 8.2, a "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 8.2. The costs of any examination required by this Section 8.2 shall be paid by us. Upon the death or claim of Permanent Disability of you or any Principal, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability.

8.3 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed under to this Area Development Agreement, is terminated for any reason, we shall have the

right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, Gameday Men's Health Franchises within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Gameday Men's Health franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement, and we shall thereby be released from any and all further liability to you.

9.2 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 8.2. The provisions of this Section shall not restrict you from transferring an open and operating Gameday Men's Health Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures ("Force Majeure"), and upon notice to us, the Development Schedule and this Area Development Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement 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. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fees or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances do the parties intend that this

Area Development Agreement be interpreted in a way as to grant you any rights to grant sub-franchises in the Development Territory.

Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Area Development Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Area Development Agreement. The attachments are part of this Area Development Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Area Development Agreement.

This Section is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Area Development Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Area Development Agreement, would affect the economic terms of this bargain.

12. OUR RELATIONSHIP

It is acknowledged and agreed that you and we are independent contractors and nothing contained herein shall be construed as constituting you as the agent, partner or legal representative of us for any purpose whatsoever. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your Gameday Men's Health Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the Gameday Men's Health Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies

the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") 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 your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

. You agree to reimburse us within 30 days of us submitting an invoice to you for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters.

14. GENERAL PROVISIONS

14.1 This Area Development 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. If more than one person or entity is listed as the area developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

14.2 We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Area Development Agreement, and any right that we have under this Area Development Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Area Development Agreement.

14.3 The headings in this Area Development Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Area Development Agreement unless otherwise specified. All references to days in this Area Development Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Area Development Agreement is applicable to one or more persons or an entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine and the possessive.

14.4 All provisions that expressly or by their nature survive the termination, expiration or transfer of this Area Development Agreement will continue in full force and effect, even after the termination, expiration or transfer of this Area Development Agreement, until they are fully satisfied or expire by their own terms.

14.5 This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

14.6 Nothing in this Area Development Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Area Development Agreement; provided, however, that the Indemnified Parties are intended third party beneficiaries under this Area Development Agreement with respect to your indemnification obligations.

14.7 We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall apply only the to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Area Development Agreement (including the right to demand exact compliance with every term, condition and covenant in this Area Development Agreement, or to declare any breach of this Area Development Agreement to be a default, and to terminate the Area Development Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Area Development Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Area Development Agreement or to insist upon exact compliance by the other with its obligations under this Area Development Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other "Gameday Men's Health" area developers; or (iv) the acceptance by us of any payments due from you after breach of this Area Development Agreement.

14.8 Each section, subsection, term and provision of this Area Development Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Area Development Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Area Development Agreement. If a court concludes that any promise or covenant in this Area Development Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Area Development Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. Nothing in this Area Development Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

14.9 You understand and agree that nothing in this Area Development Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as an area developer of ours. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other,

or represent that our relationship is other than franchisor and area developer. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Area Development Agreement. You further agree that fulfillment of any and all of our obligations written in the Area Development Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

15. APPLICABLE LAW

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Area Development Agreement and the area developer relationship shall be governed by the laws of the state in which our then-current headquarters is located (currently, California - without reference to its principles of conflicts of law), but any law of that State that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its area developer or franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

If applicable law implies a covenant of good faith and fair dealing in this Area Development Agreement, we and you agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Area Development Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Area Development Agreement (and the relationship of the parties that is inherent in this Area Development Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions consistent with our explicit rights and obligations under this Area Development Agreement that may affect your interests favorably or unfavorably; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees and area developers generally (including us and our affiliates, if applicable), and specifically without considering your individual interests or the individual interests of any other particular area developer or franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

16. NOTICE

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email (to the last email address provided by the recipient); one business day after delivery by any trackable delivery method, or three business days after placement in the United States mail by Registered or Certified Mail, Return Receipt Request, postage prepaid and addressed: (a) to us at the address on the first page of this Area Development Agreement, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area

Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 You acknowledge that you are not, nor are you intended to be, a third-party beneficiary of this Area Development Agreement or any other agreement to which we are a party.

18.3 You represent to us that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.4 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State securities laws.

18.5 You acknowledge the obligation to train, manage, pay, recruit and supervise employees of the Gameday Men's Health Businesses rests solely with you.

(Signature page follows)

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

REAM FRANCHISE GROUP, LLC,
a California limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Sign: _____

Printed Name: _____

Title: _____

Date: _____

Sign: _____

Printed Name: _____

Title: _____

Date: _____

Sign: _____

Printed Name: _____

Title: _____

Date: _____

Sign: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

DATA SHEET

1. Effective Date. The Effective Date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is: _____, 20___.

2. Area Developer. The Area Developer set forth in the introductory Paragraph of this Area Development Agreement is: _____.

3. Description of the Development Territory:

_____
_____
_____

4. Development Fee. Check one:

Check One	Gameday Men's Health Businesses Being Developed	Development Fee
	Up to 2	$91,500
	Up to 3	$129,500
	Up to 4	$165,500
	Up to 5	$199,500
	Up to 6	$231,500
	Up to ____	$231,500 plus $30,000 for each additional Business beyond 6

5. Notice Address. The notice address for the Area Developer, as set forth in Section 16 of this Area Development Agreement, is:

Attn: _____
_____
_____
_____

(Signature page follows)

REAM FRANCHISE GROUP, LLC,
a California limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Gameday Men's Health Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement): _____.

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or _____, 20___.

3. Development Schedule (only applicable for number of Gameday Men's Health Franchises to be developed under #1 above):

Gameday Men's Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

(Signature page follows)

REAM FRANCHISE GROUP, LLC,
a California limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT C

STATEMENT OF OWNERSHIP

Area Developer: _____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation/Incorporation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the entities and owners of such entities up through the individuals.**

(Signature page follows)

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Sign: _____

Printed Name: _____

Title: _____

EXHIBIT C

OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2023:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Garner-Davis	Madison	Prime Health LLC	9238 Madison Blvd. Suite 1300-B	Madison	AL	35758	682-551-8800	madison@gamedaymenshealth.com
Harris	Cristi and Morgan	Testosterone For You LLC	33739 N Scottsdale Rd, Unit C-110	Scottsdale	AZ	85266	602-999-8754	cristi@gamedaymenshealth.com
Caputo	Joe	Rydel Management LLC	2401 E. Katella Avenue, Ste. 525	Anaheim	CA	92806	213-723-0637	joec@gamedaymenshealth.com
Geiger	Steve	Elevated Men's Health LLC	341 Magnolia Ave, Ste. 204	Corona	CA	92879	(858) 667-7626	steve@gamedaymenshealth.com
Huh	Jimmy,	Cheil Daebak LLC	1500 Olympic Blvd, Suite 590	Los Angeles	CA	90015	626-231-1183	jimmy@gamedaymenshealth.com
Vanderbyl	Josh	Vanderbyl Clinics	15706 Pomderado Rd Suite 206	Poway	CA	92064	951-378-1994	joshv@gamedaymenshealth.com
Naylor	Chris	EMCEN Health Roseville LLC	2436 Professional Dr, Suite 100	Roseville	CA	95661	619-517-3249	chrisn@gamedaymenshealth.com
Vanderbyl	Josh	Vanderbyl Clinics	2635 Camino del Rio S. Ste. 200	San Diego	CA	92108	951-378-1994	joshv@gamedaymenshealth.com
Brown	John	Rancho Health	663 S Rancho Santa Fe Ste 692	San Marcos	CA	92078	602-999-8754	cristi@gamedaymenshealth.com
Harris	Cristi and Morgan	Simi Testosterone LLC	2045 Royal Ave suite #224	Simi Valley	CA	93065		cristi@gamedaymenshealth.com
Herrera	Donny	SHR Wellness Corp	2720 Oakbrook Ln	Weston	FL	33332		
Nelson	Cory	CKN Group LLC	780 Community Dr #7	North Liberty	IA	52317		
Stevener	Adam	GD STL LLC	856 Waterbury Falls Dr #101	O'Fallon	MO	63368	636-299-3419	adams@gamedaymenshealth.com
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	2905 San Gabriel St, Suite 310	Austin	TX	78705	515-240-1880	gregt@gamedaymenshealth.com

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Tyler & Puryear	Greg & Steve	MSTX 1 LLC	351 Cypress Creek Rd. Ste. 200	Cedar Park	TX	78612	515-240-1880	gregt@gamedaymenshealth.com

Franchisees with Unopened Outlets as of December 31, 2023:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Cosby	Chad		2191 Morgan Dr.	Auburn	AL	36830	8437547242	
McLaughlin	Athens	Options Plus Wellness	6432 Wynwood Place	Montgomery	AL	36117	3238724040	
Bence (4)	David & Megan		3951 Lee Road 250	Salem	AL	36874	3347075227	
McFarland	Thomas	NWA Health Ventures	2200 W Laurel Ave #507	Rogers	AR	72758	2063759168	
Stewart & Labeda	Mike & Mark		1430 S. Holguin Way	Chandler	AZ	85286	4802216476	
Shammas	Cole	Mens Management Clinic East LLC	1935 S Santan Village Pkwy, Apt 4002	Gilbert	AZ	85295	6196473905	
Slonsky	Ed & Dena		18052 W. Paseo Way	Goodyear	AZ	85338	310-989-9589	
Owen	Eric		3430 N Mountain Ridge UNIT 43	Mesa	AZ	85201	4803268379	
Cohen	Dan		12125 E Mission Lane	Scottsdale	AZ	85259	650 208 4636	
Wolff & Jacot	Jerod & Jonathon		2737 N 66th St	Scottsdale	AZ	85257	4028412864	
Sanders(2)	Michael		115 Yavapai Trl	Sedona	AZ	86336	928-300-8732	
Singh	Bobby J		11 Holster Lane	Bell Canyon	CA	91307	630-697-1530	
Gill	Jay	Gill Management Corporation	1384 Kaweah Ave	Clovis	CA	93619	559-289-3710	
Arbizo & Corona	Steve & Adrian		2140 Triador St Unit 101	Corona	CA	92879	9518183635	
Fanning	Stephen		532 Buttonwood Drive	Danville	CA	64506	310-415-6598	
Chauhan & Mohammed	Varun & Imran		3019 Pescara Pl	El Dorado Hills	CA	95762	2063532472	
Parthasarathy	Vinod & Nidi	Pinnacle Health & Wellness Corp	136 Draw	Irvine	CA	92618	949-735-1014	
Mutton	Matthew		13609 Fonseca Ave	La Mirada	CA	90638	5628967491	
Huh	Jimmy	Cheil Daebak LLC	1500 Olympic Blvd, Suite 590	Los Angeles	CA	90015	626-231-1183	jimmy@gamedaymenshealth.com
Lukaca & Krayzelburg	Ken & Lenny		5870 Olympic Blvd	Los Angeles	CA	90036	8186138426	
Mahmood	Rusty	Men's Health Pasadena LLC	11630 Hamlin St., #4	Los Angeles	CA	91606	323-919-3167	
Pamir & Parker	Erin & Alyson		2045 Holly drive, unit C	Los Angeles	CA	90068	9172081708	
Hartman	Jessie	JHart Ventures INC	742 Wesley Way #2C	Oakland	CA	94610	4157866645	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Doonboli	Kambiz		80 W Hookston Rd Apt 214	Pleasant Hill	CA	64523	4129834318	
Vanderbyl	Josh	Vanderbyl Clinics	2635 Camino del Rio S #20	Chula Vista	CA	92108		
Harmon	Eric		56 Avenida Merida	San Clemente	CA	92673	858-735-7353	
McClure	Matt		5845 Friars Rd Apt 1402	San Diego	CA	92110	7064616288	
Watson	Kandace & Keely		13374 Mahogany Cove	San Diego	CA	92131	858-356-7460	
Brown	John	Rancho Health	663 S Rancho Santa Fe Ste 692	San Marcos	CA	92078		
Kuder	Kevin		2538 Corbel Way	San Marcos	CA	92078	858-254-6525	
Papneja	Ankur		1050 Benton St, Unit 2310	Santa Clara	CA	95050	5623218862	
Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	18322 Astro Court	Santa Clarita	CA	91350	(818) 967-8858	
Johnston & Hess	Eric & Terry	Long Beach Men's Health LLC	1650 Pacific Coast Highway	Seal Beach	CA	90740		
Plotkin	Alex		3926 Corte Cancion	Thousand Oaks	CA	91360	3103593300	
Baker	Chris & Kim	Red Factor LLC	14041 Browns Lane	Tulare	CA	93274	5599010011	
Dreher	Scott & Ashlee		2505 Cliff Rd	Upland	CA	71784	9099963618	
Ball	Mark	Ballcd LLC	22151 Tiara Street	Woodland Hills	CA	91367	678-283-6443	
Bogue	Danisha	Bogue Ventures Incorporated	10414 Troy St	Commerce City	CO	80022	9702702609	
Miller	Scott	Four Tigers INC	10266 Taliesin Dr. #405	Englewood	CO	80112	7573537922	
Cinelli & Schubert	Brian & Ryan		913 Carbonate Ln	Erie	CO	80516	8324832453	
Rosen & Paluga (11)	Mark & Eric	Palaga-Rosen Corp	926 Highline Dr.	Loveland	CO	80538	5617155357	
Westenskow	Ryan	Co Vitality LLC	14139 Lexington Dr	Parker	CO	80134	8015405817	
Smith	Chad		11 Stoneleigh Square	Fairfield	CT	6825	6465412586	
Leserman	Eric		80 Farm Brook Lane	South Windsor	CT	6074	847-868-5785	
Fahy	Patrick		653 Daniels Farm Rd	Trumball	CT	6611	2039935444	
Pagliari	Anthony & Verushcka		201 Lagoon Drive	Palm Harbor	FL	34683	4045788547	
McKhann(1)	Michael		160 Totten Way St	Augustine	FL	32092	9494496539	
Tabor(10)	Michael	DAX23 | MAC13 | Scooter9	724 NW 4th Street	Boca Raton	FL	33486	17726437636	
Garrett	Brad		3433 Hillside Ave Gulf	Breeze	FL	32563	8507760756	
Dedek	Deborah	Dedekation LLC	2507 Sugarloaf Lane	Fort Lauderdale	FL	33312	954-644-2814	
Jenkins	Allan	NW Tampa Health & Wellness LLC	22316 Oakville Dr.	Land o' Lakes	FL	34639	813-727-0312	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Wozny (7)	Tyler		9 Island Avenue Suite 905	Miami Beach	FL	33139	4156581333	
Blady	Lisa		805 Raihope Way	Niceville	FL	32578	850-736-1251	
Rothbauer	Bill		309 Dolphin Shores Cir	Nokomis	FL	34275	2624420778	
Schwartz	Jonathan		9632 Loblolly Pine Circle	Orlando	FL	32827	407-341-7170	
Bauer & Burt(4)	Eric & Casey	Straight Jackets LLC	105 Spring Park Avenue	Ponte Vedra	FL	32081	678-427-6327	
Evans	Tyzer		166 Parkside Dr.	St Augustine	FL	32095	7073281196	
Gryniuk	Darren		5940 Bahia Honda Way N	St Pete Beach	FL	33706	703-338-9911	
Herrera	Donny	SHR Wellness Corp	2720 Oakbrook Ln	Weston	FL		9548126078	
Shetty	Prasad		343 Leeward Walk Lane	Alpharetta	GA	30005	6787793316	
Cochran	Chad		195 Helmsley Drive	Atlanta	GA	30327	14045503636	
Reddy	Tarak	V4Ventures INC	4375 Isabelline Bluff	Cumming	GA	30040	315-560-1425	
Patel	Setul & Trishna		4806 Vinings Approach Dr Se	Mableton	GA	30126	5043383334	
Chafin (9)	Travis		5676 Mount Berry Lane	Peachtree Corners	GA	30092	4049923111	
Hudson & Camp (10)	Claudia & Josh		10440 Shallowford Rd.	Roswell	GA	30075	2399894910	
Miller	John & Mikel		53 Cabel way	Sharpsburg	GA	30277	225-405-3702	
Kong	Calvin	Kick Off Anti Aging Health INC	4316 Preserve Trail	Snellville	GA	30039	770-910-0630	
Morris	William	TRT DSM LLC	1405 NW Maple St	Ankeny	IA	50023	515-205-6021	
Bowie	Nathaniel		13908 N Pristine Circle	Rathdrum	ID	83858	2087901119	
Brinkman(1)	Rob		931 Craven Ave	Buhl	ID	83316	2084503939	
Tokos	Amanda	End Game LLC	13165 Silk Tree Trail	Fort Wayne	IN	46814	260-804-5552	
Steiner	Matthew		559 Keeler Drive	Avon	IN	46123	765-513-9340	
Humphries	Justin & Bill	Revitalize Health Group LLC	14101 Sandstone Dr.	Fort Wayne	IN	46814	12606025342	
Desai	Mehul		639 Yosemite Drive	Indianapolis	IN	46217	3173664153	
LaPray(12)	Brian	LFHG Management Services LLC	13107 Cedar Creek Dr	Middlebury	IN	46540	208-206-0052	
Sargent	Scott & Jen	Breese Enterprises Inc	16869 Catkins Ct	Westfield	IN	46074	3178001634	
Potter	Brian		819 N. Bel Arbor St	Derby	KS	67037	269-830-1621	
Marina (21)	Adam		2246 Ohio St	Lawrence	KS	66046	7023275402	
Wettengel	Jerry & Juniper	Wettengel Enterprises LLC	269 Hwy 40	Lecompton	KS	66050	7853806622	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Sattarin	Ari		PO Box 23094	Overland Park	KS	66283	913-486-6298	
Stallings	Steve		1314 Somerhill Place	Louisville	KY	40223	502-523-7527	
Beck	Chris	CT Beck Enterprises LLC	320 Avenue Palais Royal	Covinton	LA	70433	504-235-8337	
Crea	Chris		34 Woodland Rd	Westwood	MA	2090	6176531117	
Garcia	Joe		192 Shannon Drive	Whitinsville	MA	1588	7743125225	
Tomlinson (20)	Andre		3857 Turf Court South	Mount Airy	MD	21771	8133804201	
Humphries(3)	Tom	Sea Alice LLC	7130 Gladys Dr	Grand Rapids	MI	49546	6165402106	
Condon & Elkins	Mike & Josh		3714 Hogan Cir	Rochester Hills	MI	48307	2483791163	
Selik	Jeff	Vertical Stitch Investments LLC	6817 Woodcrest Drive	Troy	MI	48098	248-867-6533	
Swaab Bloom (13)	Julie		6472 Merrimac Lane N	Maple Grove	MN	55311	9204500839	
Higgins	Heath		2810 S Ten Mile Dr	Jefferson City	MO	64109	15736196308	
Bales (14)	Mitchell	Huerter Wellness LLC	1295 West 71st Terrace	Kansas City	MO	64114	8164057743	
Lawrence	Matt		322 Mystic Brook Drive	O'fallon	MO	63366	16366148240	
Dunford & Hall	Daniel & Justin		1639 Notting Hill Dr	Hernando	MS	38632	2562843802	
Sessions	Tiffany		31 Tawny Trl	Joliet	MT	59041	9185205743	
Wingfield	Amy		11112 Colonial Country Lane	Charlotte	NC	28277	7048391092	
Miller	Chris		2134 Queens Rd W	Charlotte	NC	28207	203-246-7173	
Wilson & Floyd(9)	Dennis & Robert		608 McAlway Rd	Charlotte	NC	28211	7042319772	
Yerkes	William		8808 Provence Village Lane	Charlotte	NC	28226	17043019971	
Butner	Corey		7980 Bradford Ln	Denver	NC	28037	9096410370	
Wood	Jim		209 Green Street	Elon	NC	27244	3362121674	
Ross	Brian		257 Hill Street	Marshall	NC	28753	9082094513	
Badosky (15)	Joseph	Makarios Life LLC	4318 Allenby Pl	Monroe	NC	28110	6784314575	
Knecht & Ebelherr(9)	Will & Russel	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	9106125335	
Castleman (19)	Scot & Connor	Royal Men's Health LLC	1825 S 123rd St	Omaha	NE	68144	402-660-6557	
Hudnall	John		2103 S 195th St.	Omaha	NE	63130	4027145029	
Stenzel and McClure	Bruce and Matt		266 Curtis Parkway	Tonawanda	NY	14223		bruce@gamedaymenshealth.com mattm@gamedaymenshealth.com
LaPalomento & Imbrogno	Robert & Matthew		34 Pontiac Dr	Medford	NJ	8055	6096703647	
Dobbs	Max	Strive Wellness	84 W 6th St	Bayonne	NJ	7002	757-572-7470	
Akkaway & Cady (8)	Daniel & Mendy		176 Sheridan Ave	Ho-Ho-Kus	NJ	7423	201-658-4662	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Witt	Dave		2536 Scenic Crest Loop	Las Cruces	NM	88011	575-993-8389	
Placencio (15)(17)	Keith		1920 Martha Dr	Las Cruces	NM	88001	5759931123	
Frost (15)	Jared		8906 Spanish Ridge Ave Ste 100	Las Vegas	NV	89138	702-807-3668	
Newman	Todd		1181 Oberlin Court	Las Vegas	NV	89135	7028833850	
Hataway	Michael		10380 Cavalry Cir	Reno	NV	89521	7752002681	
Alexandridis (1)	Jason		10294 Via Bianca Ct	Reno	NV	89511	415-864-5660	
Sweet	D'arcy		850 Euclid Ave Ste 819	Cleveland	OH	44114	9374171809	
Geedey	Larry		287 E. Greenwood Ave	Columbus	OH	43201	6144006721	
Schembechler III	Glenn	Jackbo, Inc	4160 Mumford Court	Columbus	OH	43220	16149062583	
Marra	Todd	Tomad INC	25434 Addington Court	Perrysburge	OH	43551	3305502750	
Nibert	Ryan		8190 Hot Springs Drive NW	Pickerington	OH	43147	3042610072	
James	Randy & Myca		358 Lambourne Ave	Worthington	OH	43085	6148939693	
Wagner	Robert		960 Margaret St	Allentown	PA	18103	4845532620	
Lentini	Frank		58 Lexington Drive	Annville	PA	17003	7179793689	
Roberts	Joie & Bill	Kerwin Enterprises LLC	138 Aspen Drive	Downington	PA	19335	6105136080	
Idelson(6)	Jon		8 N Midway Ave	Feastrville Trevose	PA	19053	2679772892	
McCarthy	Michael	Five Twenty-One Management LLC	6 Evergreen Lane	Malvern	PA	19355	6103575749	
Pierce	Art		445 Myoma Rd	Marshall	PA	16046	412-855-6228	
Rochefort	John		5807 Stephens Xing	Mechanicsburge	PA	17050	7174189422	
Van Rhee	Jeff	Mapogo Group LLC	3380 Goshen Road	Newtown Square	PA	19073	484 362 8200	
Frascella & Liberati(6)	Dave & Steve		5 Stonebridge Crossing Rd.	Upper Makefield	PA	18940	12154324754	
Holmes	Rob		1517 Mossy Branch Way	Mount Pleasant	SC	29464	(843)991-3001	
Riggin	Tyler	Blue House ROK LLC	1360 Southern Magnolia Lane	Mt Pleasant	SC	29464	4848681252	
Zeski	James	Superior Health Services LLC	142 Salisbury Drive	Summerville	SC	29483	8438197585	
Proveaux	Chad McLean		419 Laurel Ridge Lane	Knoxville	TN	37922	8657739328	
Goldstein	Chad	Goldstein Management Group LLC	4113B Oriole Pl	Nashville	TN	37215	4806882002	
Tyler / Puryear (2)	Greg / Steve	MSTX 1 LLC	2905 San Gabriel Street Unit 310	Austin	TX	78705		
Ward(5)	Andy		801 W 5th St. Apartment 314	Austin	TX	78703	8172879755	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Hernandez & Limas	Alfonso & Inga		7306 Harmony Shoals Bnd	Austin	TX	78744	2109841543	
Linke	Sebastian		32166 Escarole Bend	Bulverde	TX	78163	760-305-3066	
Baxter	Dave	Forty Six Ten LLC	4303 Hidden Valley Ct	Colleyville	TX	76034	8175046676	
Matwijecky	Brian	WB Health INC	8303 Briar Dr	Dallas	TX	75243		
Gathmann	Aaron	Texvitale I LLC	5926 Monticello Ave	Dallas	TX	75206	2104104283	
Bates	Sam		539 W. Commerce Street, Suite 5582	Dallas	TX	75208	9728557654	
Fraleigh	Dave	Boulder Canyon Management LLC	3512 Chimney Rock Drive	Flower Mound	TX	75022	4157283290	
Stovesand	Alan	DFW Health Management Services	2844 Oakbriar Trail	Fort Worth	TX	76109	949-315-0203	
Paul	Shawn Michael		2728 Tangley Street	Houston	TX	77007	17137037405	
Ali	Ray		5707 Val Verde St, unit c	Houston	TX	77057	2817016969	
Khurana	Sandeep		300 Soapberry Cir	Irving	TX	75063	6303100201	
Tareen	Amena	AT ENT LLC	25518 Cherry Ranch Dr.	Katy	TX	77494	(949)202-8048	
Grewal	Tej		213 Munk Ln	Leander	TX	78641	9168128797	
Jones	Christopher		123 Nueva Vista	San Antonio	TX	78258	7862186944	
Caruthers (17)	Cory		19704 Angel Bay D	Spicewood	TX	78669	9493062690	
De Los Santos	Jeremy	TCFM LLC	25701 I45 North Suite 5	The Woodlands	TX	77380		
Le	Connie	ABJ Administrative Services LLC	18406 Cascade Timbers Ln	Tomball	TX	77377	8324346683	
Ashcraft (18)	Glenn		1600 Oak Ridge Estates	Weatherford	TX	76085	18177989116	
Benson	Jon	GMDY Utah	402 N Whitby Woodlands Dr	Alpine	UT	84004	8017929749	
Bodine & Jackson	Jason & David		1118 East 200 North	Orem	UT	84097	8013688148	
Alo	Stephanie	Alo Premier	432 W McAllister Lane	Saratoga Springs	UT	84045	18018975920	
Baguley	Jamie	GMDY Ventures	3962 S Turnbuckle Rd	Saratoga Springs	UT	84045	8018301741	
Tarinelli	Don		don@gamedaymenshealth.com		UT			
Carey	Marshall	Carey Collective Corp	3300 Plantation Grove Ln	Haymarket	VA	20169	3015261613	
Roth & Morisi	Tommy & Nicholas		18121 Maintree Farm Ct	Leesburg	VA	20175	4109488441	
Miller & Hallgren	Zach & Skyler		4501 Jaydee Drive	Mosely	VA	23120	6107634333	
Mueller	Bree & Jim		6213 Ocean Front Ave	Virginia Beach	VA	23451	703-675-3717	
Welko	Bradley		W6674 Green Willow Ct	Greenville	WI	54942	19209152821	

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Vollmar	Donald		7560 W Freistadt Rd	Mequon	WI	53092	2624029473	

1. Franchise will be located in California.
2. Franchise will be located in Colorado.
3. This franchisee will operate multiple locations in Florida, Michigan and New York.
4. Franchise will be located in Georgia.
5. Franchisee will be located in Massachusetts.
6. Franchisee will be located in New Jersey.
7. Franchise will be located in New York and Florida.
8. Franchise will be located in New York.
9. Franchise will be located in South Carolina.
10. Franchise will be located in North Carolina.
11. Franchise will be located in Florida.
12. Franchise will be located in Ohio.
13. Franchise will be located in Wisconsin.
14. Franchise will be located in Kansas.
15. Franchise will be located in Utah.
16. Franchise will be located in Texas.
17. Franchise will be located Tennessee.
18. Franchise will be located in Virginia.
19. Franchise will be located in Arizona.

Former Franchisees:

The name and last known address of every franchisee who had a Gameday Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023 to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

NONE

EXHIBIT E

FINANCIAL STATEMENTS

UNAUDITED FINANCIALS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Ream Franchise Group, LLC

Balance Sheet

As of February 29, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	**$4,140,744**
Accounts Receivable	**$841,810**
Other Current Assets	**$580,549**
Total Current Assets	**$5,563,103**
Fixed Assets	**$8,506**
Other Assets	**$18,403,826**
TOTAL ASSETS	**$23,975,435**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	**$1,364,101**
Long-Term Liabilities	**$24,163,314**
Total Liabilities	**$25,527,415**
Equity	
Akobundo Investments 30%	**0**
Gameday Health Management 70%	**-550,000**
Retained Earnings	-1,537,436
Net Income	535,457
Total Equity	**$ -1,551,979**
TOTAL LIABILITIES AND EQUITY	**$23,975,435**

Ream Franchise Group, LLC

Profit and Loss

January - February, 2024

	TOTAL
Income	**$5,423,941**
GROSS PROFIT	**$5,423,941**
Expenses	
Advertising & marketing	187,723
Bank fees & service charges	713
Business licenses	3,246
Computer & Software Expense	29,252
Contract labor	21,000
Dues & subscriptions	114
Employee Benefit	**18,083**
Franchise Development Expense	**4,017,871**
HR Expense	17,349
Insurance	**43,107**
Interest paid	890
Legal & accounting services	**112,252**
Meals	7,782
Office Alarm	3,161
Office Expenses	10,381
Payroll Expenses	**336,024**
Professional Fees	9,420
Prospect Expenses	25,107
QuickBooks Payments Fees	2,222
Rent	14,112
Supplement Store	7,943
Supplies	6,268
Travel	1,216
Uncategorized Expense	9,373
Uniform / Clothing	3,625
Utilities	250
Total Expenses	**$4,888,484**
NET OPERATING INCOME	**$535,457**
NET INCOME	**$535,457**

Ream Franchise Group, LLC

Financial Statements

As of December 31, 2023 and 2022
and for the years ended December 31, 2023, 2022 and the period
from inception (October 26, 2021) through December 31, 2021

Ream Franchise Group, LLC

Financial Statements

As of December 31, 2023 and 2022
and for the years ended December 31, 2023, 2022 and the period
from inception (October 26, 2021) through December 31, 2021

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A&G LLP
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Independent Auditor's Report

To the Member
Ream Franchise Group, LLC
Carlsbad, California

Report on the Financial Statements

Opinion
We have audited the financial statements of Ream Franchise Group, LLC (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in member's equity (deficit), and cash flows for the years ended December 31, 2023, 2022 and the period from inception (October 26, 2021) through December 31, 2021, and related notes to the financial statements.

In our opinion, the accompanying financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022 and the results of its operations, changes in member's equity (deficit) and cash flows for the years ended December 31, 2023, 2022 and the period from inception (October 26, 2021) through December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ream Franchise Group, LLC 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 Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

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

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

A+G LLP

Dallas, Texas
April 29, 2024

Balance Sheets

As of December 31,	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 3,715,044**	$ 120,780
Restricted cash	**55,762**	-
Accounts receivable, net	**682,194**	1,263
Unbilled revenue	**-**	205,000
Prepaid expenses	**65,003**	5,165
Deferred costs	**568,257**	-
Total current assets	**5,086,260**	332,208
Property and equipment, net	**8,506**	-
Operating lease right-of-use asset	**319,111**	-
Deferred costs, net	**18,076,773**	-
Other asset	**7,942**	-
Total assets	**$ 23,498,592**	$ 332,208
Liabilities and Member's Equity (Deficit)		
Current liabilities:		
Accounts payable and accrued expenses	**$ 462,928**	$ -
Brand development fund payable	**65,788**	-
Deferred revenue	**658,826**	28,897
Current portion of operating lease liability	**64,828**	-
Total current liabilities	**1,252,370**	28,897
Deferred revenue, net	**23,765,696**	290,018
Operating lease liability, net	**267,962**	-
Total liabilities	**25,286,028**	318,915
Member's equity (deficit)	**(1,787,436)**	13,293
Total liabilities and member's equity (deficit)	**$ 23,498,592**	$ 332,208

See accompanying notes and independent auditor's report.

Statements of Operations	**Year Ended December 31, 2023**	Year Ended December 31, 2022	October 26, 2021 through December 31, 2021
Revenues:			
Franchise fee revenue	**$ 255,893**	$ 11,085	$ -
Royalty revenue	**193,360**	1,316	-
Brand development fund revenue	**65,788**	439	-
Digital marketing fee revenue	**260,273**	-	-
Other revenue	**65,776**	-	-
Total revenues	**841,090**	12,840	-
General and administrative expenses:			
Depreciation	**293**	-	-
Advertising and marketing	**147,056**	20,500	-
Brand development fund expense	**65,788**	-	-
Dgital marketing expense	**183,073**	-	-
Commissions	**132,990**	-	-
Franchise development costs	**574,864**	-	-
Personnel cost	**776,396**	-	-
Professional fees	**274,808**	16,207	20,500
Operating lease costs	**20,735**	-	-
Other general and administrative expenses	**212,978**	57,040	800
Total general and administrative expenses	**2,388,981**	93,747	21,300
Loss from operations	**(1,547,891)**	(80,907)	(21,300)
Other expense			
Interest expense	**(2,838)**	-	-
Net loss	**$ (1,550,729)**	$ (80,907)	$ (21,300)

See accompanying notes and independent auditor's report.

Statements of Changes in Member's Equity (Deficit)	**Year Ended December 31, 2023**	Year Ended December 31, 2022	October 26, 2021 through December 31, 2021
Balance at beginning of year	**$ 13,293**	$ 24,200	$ -
Net loss	**(1,550,729)**	(80,907)	(21,300)
Contributions from members	**-**	70,000	45,500
Distributions to member	**(250,000)**	-	-
Balance at end of year	**$ (1,787,436)**	$ 13,293	$ 24,200

See accompanying notes and independent auditor's report.

Statements of Cash Flows	Year Ended December 31, 2023	Year Ended December 31, 2022	October 26, 2021 through December 31, 2021
Operating Activities			
Net loss	**$ (1,550,729)**	$ (80,907)	$ (21,300)
Adjustments to reconcile net loss to net cash provided (used) by operating activities:			
Depreciation	**293**	-	-
Provision for credit losses	**-**	491	-
Non-cash operating lease costs	**13,679**	-	-
Changes in operating assets and liabilities:			
Restricted cash	**(55,762)**	-	-
Accounts receivable	**(680,931)**	(1,754)	-
Prepaid expense	**(59,838)**	(5,165)	-
Deferred cost	**(18,645,030)**	-	-
Other asset	**(7,942)**	-	-
Accounts payable and accrued expenses	**462,928**	(800)	800
Brand development fund payable	**65,788**	-	-
Deferred revenue	**24,310,607**	113,915	-
Net cash provided (used) by operating activities	**3,853,063**	25,780	(20,500)
Investing Activities			
Purchase of property and equipment	**(8,799)**	-	-
Net cash used by investing activities	**(8,799)**	**-**	**-**
Financing Activities			
Contributions from members	**-**	70,000	45,500
Distributions to member	**(250,000)**	-	-
Net cash provided (used) by financing activities	**(250,000)**	70,000	45,500
Net increase in cash and cash equivalents	**3,594,264**	95,780	25,000
Cash and cash equivalents, beginning of year	**120,780**	25,000	-
Cash and cash equivalents, end of year	**$ 3,715,044**	$ 120,780	$ 25,000
Supplemental Disclosure of Cash Flow Information			
Interest paid	**$ 2,838**	$ -	$ -

See accompanying notes and independent auditor's report.

1. Organization and Operations

Description of Business
Ream Franchise Group, LLC, a California limited liability company, was formed on October 26, 2021 ("Inception") and is located in Carlsbad, California. References in these financial statement footnotes to "Company", "we", and "us" and "our" refer to the business of Ream Franchise Group, LLC. Effective June 1, 2023, we became a wholly owned subsidiary of Gameday Health Management, LLC ("Member").

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

The Company grants franchises for the establishment and operation of clinics under the "Gameday Men's Health." that offer healthcare services and other products for men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, prescriptions, and similar non-critical healthcare services, goods, and medications ("Clinic"). ZCB Works, LLC, an affiliate of the company, licensed the trademarks relating to the franchise system to the Company under a license agreement (the "License") which initial term expires in December 2041 and may be automatically renewed for two additional ten year terms. The License grants the Company the right to use these trademarks for licensing them to franchisees of the Company in the United States.

The table below reflects the status and changes in franchised outlets and affiliate-owned outlets for the years ended December 31, 2023 and 2022 and for the period from Inception through December 31, 2021.

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2021	0	0	0	0
2022	0	1	0	1
2023	1	14	0	15

Affiliate-owned Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2021	2	1	0	3
2022	3	0	0	3
2023	3	1	0	4

Going Concern
Management has evaluated our ability to continue as a going concern as of December 31, 2023. Due to the positive cash flows from our operations and liquidity position of the Company as of December 31, 2023, we have concluded that there is not significant doubt about our ability to continue as a going concern.

2. Significant Accounting Policies

Basis of Accounting
The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

2. Significant Accounting Policies (continued)

Use of Estimates
The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses and useful lives for depreciation of long-lived assets. Actual results could differ from those estimates.

Comparative Financial Statements
Certain prior period amounts have been reclassified to conform to current year presentation.

Fair Value Measurements
Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, restricted cash, accounts receivable, and accrued expenses. The carrying values of cash and cash equivalents, restricted cash, accounts receivable and accounts payable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data

Non-recurring fair value measurements include the assessment of property and equipment for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

Cash and Cash Equivalents
For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Restricted Cash
Restricted cash consists of funds related to the Brand Development Fund. Funds collected by the Company for the Brand Development Fund are maintained in separate restricted cash account to cover the expenditures required to be made under those respective programs and are not available to be used for the normal recurring operations of the Company.

2. Significant Accounting Policies (continued)

Accounts Receivable
Accounts receivable consist primarily of royalty revenue, franchise fee revenue and other revenue due from franchisees and are stated at the amount the Company expects to collect. The Company maintains allowances for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balance over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to an allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses.

Deferred costs
The Company capitalizes incremental contract costs associated with obtaining franchise contracts and area development rider agreements ("ADA") which include broker fees, sales commissions and general fees that would not have been incurred had the franchise sale not occurred. In the case of incremental contract costs related to ADAs for which no signed franchise agreement has been received, such costs are deferred until the signed franchise agreement is received. These balances are reported as deferred costs on the balance sheets and are amortized over the term of the related franchise agreements. Amortization is included as commissions in the statements of operations.

Property and Equipment
Property and equipment is stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the following estimated useful lives of the respective asset:

	Estimated Useful Life
Office furniture	5 Years

Maintenance and repair costs are expensed in the period incurred. Expenditures for purchases and improvements that extend the useful lives of property and equipment are capitalized.

Impairment of Long-Lived Assets
The Company assesses potential impairment of its long lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that the Company considers important which could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the strategy for the Company's overall business, and significant industry or economic trends. When the Company determines that the carrying value of the long-lived assets may not be recoverable based upon the existence of one or more of the above indicators, the Company determines the recoverability by comparing the carrying amount of the asset to net future undiscounted cash flows that the asset is expected to generate. If the carrying value is not recoverable, an impairment is recognized in the amount by which the carrying amount exceeds the fair value of the asset. During the years ended December 31, 2023, 2022 and for the period from Inception through December 31, 2021, no impairment charges were recognized related to long-lived assets.

2. Significant Accounting Policies (continued)

Revenue Recognition
The Company recognizes revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company's primary sources of revenue are as follows:

Franchise fee revenue
The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s), continuing royalty and other fees on a monthly basis based upon a percentage of franchisees gross sales. A franchise agreement establishes a Clinic developed in one or multiple defined geographic area and provides for a 10-year initial term with the option to renew for one additional 10-year term. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee. The new franchisee will then sign a new franchise agreement and is required to pay a transfer fee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as training, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue is allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the transfer agreement. ADAs generally consist of an obligation to grant the right to open two or more units. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is recognized as revenue in the same manner as the initial and renewal franchise fees.

Royalty revenue
Royalty revenue from Clinics is waived for the first two months of operation and then the greater of six percent of Clinic's gross revenue or the minimum royalty. Royalty revenue is recognized during the respective franchise agreement as earned each period as the underlying Clinics sales occur.

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)

Brand development fund revenue
The Company maintains a brand development fund to promote general brand recognition of the franchise system Marks, services and increase patronage of the Clinics. Funds are collected from franchisees based on an agreed-upon percentage of franchisee's monthly gross revenue and used to pay costs of, or associated with, conducting market research, preparing advertising, promotion, and marketing materials, and costs to administer the brand fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company acts as the principal as it is primarily responsible for the fulfillment and control of the marketing services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statements of operations. When brand development fund revenue exceeds the related brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of the brand development fund revenue recognized. Brand development fund revenue is contributed based on two percent of Clinics' gross revenue and is recognized as earned.

Digital marketing fee revenue
The Clinics are required to pay a monthly fee to provide or procure digital marketing services for the clinics beginning three months before the scheduled opening date. Digital marketing fee revenue is currently charged at $2,500 monthly and is subject to increase up to 20% in each calendar year and is recognized as earned.

Other revenue
Other revenue consists of rebate revenue, referral fees, tech fees and other fees revenue. These fees are recognized as earned.

Advertising and marketing
All costs associated with advertising and marketing are expensed in the period incurred.

Leases
The company accounts for leases under ASC 842. Lease arrangements are determined at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the balance sheet. Operating leases with the terms greater than 12 months are included in operating lease right-of-use ("ROU") asset, operating lease liability and long-term operating lease liability on the balance sheet. Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Lease terms include the noncancelable portion of the underlying lease with any reasonably certain lease periods associated with available renewal periods, termination options and purchase options. The Company uses the risk-free rate when the rate implicit in the lease is not readily determinable at the commencement date in determining the present value of lease payments. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

2. Significant Accounting Policies (continued)

Income Taxes
Prior to the purchase of membership interest by Gameday Health Management, LLC, a member, the Company was taxed as a Partnership for federal income tax purposes. Consequently, federal income taxes were not provided for or payable by the Company. The Company's net income or loss was allocated to the members who were taxed individually on their share of each Company's earnings. The Company recognized income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

Effective June 1, 2023, the Company became a single-member limited liability company, and therefore a disregarded entity for income tax purposes. Accordingly, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax return of the Member. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company's member, Gameday Health Management, LLC files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company is subject to examination by taxing jurisdictions for all periods from inception October 26, 2021.

In accordance with FASB ASC 740-10, Income Taxes, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2023 and 2022.

Recently Adopted Accounting Pronouncements
In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments", and subsequent amendments to the initial guidance, ASU 2019-10. This accounting standard changes the methodology for measuring credit losses on financial instruments, including trade accounts receivable, and the timing of when such losses are recorded. ASU No. 2016-13 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2022. The Company adopted this standard as of January 1, 2023, using the modified retrospective approach and it did not have a material impact on its financial statements.

Recent Accounting Pronouncements
We reviewed other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

3. Revenue and Related Contract Balances

Disaggregation of Revenue

The following table disaggregates revenue by source for the years and period ended December 31:

	2023	2022	2021
Point in time:			
Franchise fee revenue	**$ 73,400**	$ 5,000	$ -
Royalty revenue	**193,360**	1,316	-
Brand development fund revenue	**65,788**	439	-
Digital marketing fee revenue	**260,273**	-	-
Other revenues	**65,776**	-	-
Total point in time	**$ 658,597**	$ 6,755	$ -
Over time:			
Franchise fee revenue	**182,493**	6,085	-
Total revenues	**$ 841,090**	$ 12,840	$ -

Contract Assets

Contract assets consist of unbilled revenue. Unbilled revenue is related to signed franchise agreements where the initial franchise fees have not been invoiced.

Contract Costs

Contract costs consist of deferred costs resulting from broker fees and commissions incurred when the franchise rights are sold to franchisees. The Company classifies these contract assets as deferred costs on the balance sheets. The following table reflects the change in contract assets for the years ended December 31:

	2023	2022
Deferred costs – beginning of year	**$ -**	$ -
Expense recognized during the year	**(132,990)**	-
New deferrals	**18,778,020**	-
Deferred costs – end of year	**$ 18,645,030**	$ -

The following table illustrates estimated expenses expected to be recognized over the remaining term of the associated franchise agreements as of December 31, 2023:

2024	$ 568,257
2025	568,257
2026	568,257
2027	568,257
2028	555,577
Thereafter	15,816,425
Total	$ 18,645,030

3. Revenue and Related Contract Balances (continued)

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended December 31:

	2023	2022
Deferred revenue – beginning of year	**$ 318,915**	$ -
Revenue recognized during the year	**(255,893)**	(11,085)
New deferrals	**24,361,500**	330,000
Deferred revenue – end of year	**$ 24,424,522**	$ 318,915

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2023:

2024	$ 658,826
2025	658,826
2026	658,826
2027	658,826
2028	658,826
Thereafter	21,130,392
Total	$ 24,424,522

4. Certain Significant Risks and Uncertainties

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 and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

5. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2023	2022
Accounts receivable	**$ 682,685**	$ 1,754
Less: allowance for credit losses	**(491)**	(491)
Accounts receivable, net	**$ 682,194**	$ 1,263

For the years ended December 31, 2023, 2022 and the period from Inception through December 31, 2021, bad debt expense was $0, $491 and $0, respectively.

The allowance for credit losses activity was as follows:

	2023	2022
Balance, beginning of year	**$ 491**	$ -
Provision for credit losses	**-**	491
Balance, end of year	**$ 491**	$ 491

6. Property and Equipment

The major classes of property and equipment consisted of the following at December 31:

	2023	2022
Office furniture	**$ 8,799**	$ -
Less: accumulated depreciation	**(293)**	-
Property and equipment, net	**$ 8,506**	$ -

For the years ended December 31, 2023, 2022 and the period from Inception through December 31, 2021, depreciation expense was $293, $0 and $0, respectively.

7. Leases

In September 2023, the Company entered in to an operating lease agreement for the lease of general office, administrative and training space. The lease expires in March 2028.

Operating lease costs for the year ended December 31, 2023 was as follows:

	2023
Operating lease costs	**$ 20,735**

Supplemental cash flow information related to operating lease for the year ended December 31, 2023:

	2023
Operating cash flow information:	
Cash paid for amounts included in the measurement of lease liabilities	**$ 7,056**
Non-cash activity:	
Right-of-use asset obtained in exchange for new operating lease liability	**$ 336,155**

The weighted average lease terms and discount rate information related to operating leases was as follows:

	2023
Weighted average remaining lease term of operating leases	**4.47 years**
Weighted average discount rate of operating leases	**4.25%**

The future maturities of operating lease liabilities as of December 31, 2023 was as follows:

2024	$ 78,251
2025	80,381
2026	90,502
2027	93,217
2028	23,825
Total future minimum lease payments	366,176
Less: imputed interest	(33,386)
Total lease liabilities	$ 332,790

8. Member's Equity (Deficit)

At December 31, 2022, the authorized capital of the Company consisted of 100 shares of membership units comprising 70 shares of Class A units and 30 shares of Class B units. Class A and B membership interests include such Member's rights to receive that Member's distributive share of Company assets and items of Company income, gain, loss, and deduction, receive any and all other benefits due to a Member under the operating agreement. Under the operating agreement Class A membership units have voting rights, Class B membership units do not have voting rights. Effective June 1, 2023, the majority member acquired the outstanding Class B units from the minority member becoming the sole member of the Company. In connection with this acquisition, the membership units of both, the Class A and Class B units, were canceled, with ownership recognized solely as a percentage of interest. At December 31, 2023, Gameday Health Management, LLC owned 100 percent of the membership interest in the Company.

9. Commitments and Contingencies

Litigation
The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of the management, all matters are of such nature, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

10. Subsequent Events

The Company has evaluated subsequent events through April 29, 2024, the date the financial statements were available to be issued.

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR REAM FRANCHISE GROUP, LLC d/b/a GAMEDAY MEN'S HEALTH

The following modifications are made to the Ream Franchise Group d/b/a Gameday Men's Health ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means the laws of the state where Franchisee' Gameday franchise is located. When the term "**Supplemental Agreements**" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

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.

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 14 days prior to execution of the agreement.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in the State of California. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of the State of where the franchisee's business is located. This provision may not be enforceable under California law.

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

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

Item 1 is revised to add the following language under the section titled "**Competition and Laws Affecting the Business**": California law (Bus. & Prof. Code § 2400) prohibits corporations or similar business entities from owning a Clinic. See also the California Confidentiality of Medical Information Act at California Civil Code §§ 56.10 – 56.16, that protects the privacy of a Patient's medical information. The Medical Board of California may have other regulations as well. See generally, California Business & Professional Code Division 2, §§ 500 through 4,999.129.

The Franchise Agreement and Supplemental Agreements provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

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

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

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

Posting of Surety Bond

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond, which must remain in effect until all of our obligations to outstanding franchisees are fulfilled. The surety bond is in the amount of $495,000 with Jet Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, 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 US AND YOU.

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit I of the FDD on the page entitled, "State Effective Dates."

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

   None

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

   None

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

   None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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

Posting of Surety Bond

Items 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Illinois Attorney General's Office to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Illinois Attorney General's Office has imposed the bond requirement due to our financial condition.

See the last page of this Exhibit F for your required signature.

INDIANA

Item 8 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your 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 us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

> No competing business for two years within the Exclusive Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in the State of California. 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.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise California 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 require you 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 is hereby 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 acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under

any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the third business day after the Effective Date.
I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENT

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 and Area Development 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 and Area Development Agreement are amended to state that you 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 years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The 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.).

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

Surety Bond

Items 5 and 7 of the Franchise Disclosure Document, the Franchise Agreement and the Area Development Agreement are revised to state: Pursuant to COMAR 02.02.08.08.F, we posted a surety bond in an amount required by the Securities Commissioner of the Office of the Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

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.

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

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

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

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

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

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

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

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

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

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

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

MINNESOTA

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 Minnesota:

1. The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement are revised to state only the "MSO Model" will be offered in the State of Minnesota and the "Direct Clinic Ownership" or "DCO Model" will not be offered.

2. Any provision in the Franchise Agreement which would require you 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.

3. 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 FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

4. 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 you to waive your 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.

5. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

6. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

7. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

8. 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 your rights as provided for in Minnesota Statutes, Chapter 80.C.

9. 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 years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

10. The following risk factor is added to the Special Risks About This Franchise page:

Corporate Practice of Medicine. Minnesota has adopted the corporate practice of medicine doctrine, which prohibits corporations other than professional associations and non-profit corporations from practicing medicine. The MSO model franchise may be at risk of being found in violation of the corporate practice of medicine doctrine in Minnesota, which could result in the loss of a franchisee's investment. Prospective franchisees should consult an attorney experienced in this area of Minnesota law prior to signing an agreement to ensure that the franchise relationship and operation will not violate Minnesota law.

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

13. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

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

15. Posting of Surety Bond: Items 5, 7 and 21 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Minnesota Department of Commerce to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Minnesota Department of Commerce has imposed the bond requirement due to our financial condition.

16. Item 6 of the FDD and Section 3.6(b) of the Franchise Agreement is hereby amended to limit the Late Fee to $30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration,

has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**:"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you 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, the Franchise Agreement, and the Supplemental Agreements 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.

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v)), the Franchise Agreement (including Article 16.4), and Area Development Agreement (including Article 17) 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.

Article 16.8 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state the statute of limitations under North Dakota law will apply.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you 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, the Franchise Agreement, and the Supplemental Agreements requiring you 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, the Franchise Agreement, and the Supplemental Agreements requiring you 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 statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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

Surety Bond

We have posted a surety bond in an amount required by the North Dakota Securities Department to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____ Date_____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____ By: _____
Print Name: _____
Its: _____

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 FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD 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 and the Supplemental Agreements, 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, the Supplemental Agreements, 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 acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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 made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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 or Supplemental Agreements involve 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 FDD for Ream Franchise Group, LLC d/b/a Gameday Men's Health 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.

The following risk factor is added to the Special Risks About This Franchise page:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $227,075 and $386,496. This amount exceeds the franchisor's stockholders equity as of December 31, 2023, which is $1,787,436.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under

any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON

ADDENDUM TO FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement are revised to state only the "MSO Model" will be offered in the State of Washington and the "Direct Clinic Ownership" or "DCO Model" will not be offered.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Item 1 is revised to add the following language under the section titled "**Competition and Laws Affecting the Business**": Washington law, including RCW 18.100.030 and RCW 18.100.065, prohibits the ownership of a medical clinic by a non-licensed Medical Professional.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

Posting of Surety Bond

A surety bond in the amount of $1,000,000 has been obtained by the franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the franchisor maintaining bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

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, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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

(Signatures on following page)

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 us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐	California	☐	Michigan	☐	Rhode Island
☐	Hawaii	☐	Minnesota	☐	South Dakota
☐	Illinois	☐	New York	☐	Virginia
☐	Iowa	☐	North Dakota	☐	Washington
☐	Indiana	☐	Ohio	☐	Wisconsin
☐	Maryland				

Dated: _____, 20____

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
d/b/a GAMEDAY MEN'S HEALTH

By: _____

Title: _____

FRANCHISEE:

_____

_____

By: _____

Title: _____

Rev. 071823

EXHIBIT G

CONTRACTS FOR USE WITH THE GAMEDAY MEN'S HEALTH FRANCHISE

The following contracts contained in Exhibit G are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Gameday Men's Health Business. The following are the forms of contracts that Ream Franchise Group, LLC d/b/a Gameday Men's Health uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT G-1

REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Ream Franchise Group, LLC d/b/a Gameday Men's Health, a California limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Gameday Men's Health Business*" means a clinic providing men's health services and other related products and services using our Intellectual Property that is operated and/or managed by Franchisee..

"*Copyrights*" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Gameday Men's Health franchisees to use, sell, or display in connection with the marketing and/or operation of a Gameday Men's Health Business, whether now in existence or created in the future.

"*Franchisee*" means the Gameday Men's Health franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Gameday Men's Health Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Gameday Men's Health Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Gameday Men's Health Business, including "GAMEDAY MEN'S HEALTH and any other trademarks, service marks, or trade names that we designate for use by a Gameday Men's Health Business. The term "Marks" also includes any distinctive trade dress used to identify a Gameday Men's Health Business, whether now in existence or hereafter created.

"*System*" means our system for the establishment, development, operation, and management of a Gameday Men's Health Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the

Gameday Men's Health Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Ream Franchise Group, LLC d/b/a Gameday Men's Health. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other [Franchise] franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Ream Franchise Group, LLC d/b/a Gameday Men's Health, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of the state where your clinic is located, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 032916

EXHIBIT G-2

REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of _____, 20_____, between Ream Franchise Group, LLC d/b/a Gameday Men's Health ("**Franchisor**"), a California limited liability company, _____ ("**Former Franchisee**"), the undersigned owners of Former Franchisee ("**Owners**") and _____, a/an _____ _____ ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20_____ ("**Former Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Gameday Men's Health franchise located at _____ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("**New Franchise Agreement**"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New

Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Gameday Men's Health franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state where the Franchised Business is located.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
d/b/a GAMEDAY MEN'S HEALTH

By: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

_____

By: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

_____

By: _____
Printed Name: _____
Title: _____

Rev. 031821

EXHIBIT G-3

REAM FRANCHISE GROUP, LLC dba GAMEDAY MEN'S HEALTH FRANCHISE

SAMPLE AMENDMENT FOR ADDITIONAL DEVELOPMENT

This Amendment ("**Amendment**") to Area Development Agreement is made and entered into on _____ by and between Ream Franchise Group, LLC, a California limited liability company ("**Franchisor**"), [Area Developer], [entity type and state] ("**Area Developer**") and the undersigned owners of Area Developer ("**Owners**").

RECITALS

A. Franchisor and Area Developer entered into that certain area development agreement on [date of ADA], to develop certain portions of [description of development area], as described in Attachment A thereto, (including all attachments and exhibits thereto, the "**AD Agreement**").

B. Area Developer has requested that it be allowed to develop [#] additional Gameday Men's Health Businesses and modify the Development Schedule under the AD Agreement [and Franchisor desires to consent to modifying the Development Territory] subject to the terms of this Amendment.

C. Capitalized terms not defined in this Amendment shall have the meanings set forth in the AD Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **RECITALS**. The Recitals set forth above are restated as if fully set forth herein.

2. **AMENDED DEVELOPMENT TERRITORY**. The Development Territory set forth in Section 3 of Attachment A of the AD Agreement is (check one):

_____ not amended and remains as set forth in the AD Agreement.
_____ hereby amended and restated as follows:

[New Description of Development Territory]

3. **DEVELOPMENT FEE**. The Development Fee set forth in Section 4 of Attachment A of the AD Agreement is hereby amended to reflect that Area Developer will be developing an additional [number] Gameday Men's Health Businesses, resulting in an additional Development Fee of $[X] which amount shall be paid to Franchisor by Area Developer upon execution of this Amendment.

4. **DEVELOPMENT SCHEDULE**. Franchisor and Area Developer acknowledge and agree that the Development Schedule set forth in this Section shall apply to the development a total of _____

Gameday Men's Health Franchises. The Development Schedule set forth in Section 3 of Attachment B of the AD Agreement is hereby amended and restated as follows:

Gameday Men's Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

5. **ACKNOWLEDGEMENTS**. The modifications to the AD Agreement set forth in this Amendment are being made at the request of Area Developer and are entered into by Area Developer freely and voluntarily. Area Developer acknowledges and agrees that the modifications set forth in this Amendment are being made at the request of Area Developer and were not solicited by Franchisor. In addition, Area Developer acknowledges and agrees that the modifications set forth in this Amendment do not substantially impact or adversely impact Area Developer's rights, benefits, privileges, duties, obligations or responsibilities under the AD Agreement.

6. **RIGHTS PERSONAL**. The rights granted to Area Developer under this Amendment have been agreed to by Franchisor based on Area Developer's owners' personal skills, experience and qualifications and they are not renewable or assignable by Area Developer to any third party under any circumstances.

7. **FURTHER ASSURANCE**. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Amendment.

8. **REAFFIRMATION**. Except as specifically modified by this Amendment, all of the terms and conditions of the AD Agreement (including provisions for notice, construction and dispute resolution) are reaffirmed in their entirety.

9. **NO FURTHER CHANGES**. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the AD Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the AD Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Franchisor and Area Developer have executed this Amendment as of the date first appearing above.

REAM FRANCHISE GROUP, LLC, a California limited liability company	**AREA DEVELOPER:**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT H

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Ream Franchise Group, LLC d/b/a Gameday Men's Health ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Gameday Men's Health franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

l.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement and each attachment or exhibit attached to it that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Have you had the opportunity to discuss the benefits and risks of developing and operating a Gameday Men's Health Franchise with an existing Gameday Men's Health franchisee?
7.	Yes__	No__	Do you understand the risks of developing and operating a Gameday Men's Health Franchise?
8.	Yes__	No__	Do you understand the success or failure of your Gameday Men's Health will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9.	Yes__	No__	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in California, if not resolved informally or by mediation (subject to state law)?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Gameday Men's Health Franchise to open or consent to a transfer of the Gameday Men's Health Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Gameday Men's Health Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Gameday Men's Health Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Gameday Men's Health Franchise?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Date	Date

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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EXHIBIT I

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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EXHIBIT J

RECEIPT

RECEIPT
(Retain This Copy)

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 Ream Franchise Group, LLC d/b/a Gameday Men's Health offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Ream Franchise Group, LLC d/b/a Gameday Men's Health must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Ream Franchise Group, LLC d/b/a Gameday Men's Health to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ream Franchise Group, LLC d/b/a Gameday Men's Health does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Evan Miller, 5140 Avenida Encinas, Carlsbad, California 92008, (858) 292-9202
Don Tarinelli, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (531)-365-0280
Amie Hawk, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 382-1468
Alex Gomez, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 395-0616
Michaela Cosgrove, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 300-4012
Mike Baguley, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (801) 891-3516
Justin Kemper, 14301 FNB Pkwy, Ste 312, Omaha, NE 68154, (402) 360-9553

Issuance Date: April 30, 2024

I received a disclosure document issued April 30, 2024 which included the following exhibits:

Exhibit A	List of State Administrators/Agents for Service of Process
Exhibit B	Franchise Agreement and Area Development Agreement
Exhibit C	Franchise Operations Manual Table of Contents
Exhibit D	List of Current and Former Franchisees/Area Developers
Exhibit E	Financial Statements
Exhibit F	State Addenda and Agreement Riders
Exhibit G	Contracts for use with the Gameday Men's Health Franchise
Exhibit H	Franchise Disclosure Questionnaire
Exhibit I	State Effective Dates
Exhibit J	Receipt

(Signatures on following page)

Date	Signature	Printed Name
Date	Signature	Printed Name

Rev. 012417

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

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 Ream Franchise Group, LLC d/b/a Gameday Men's Health offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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If Ream Franchise Group, LLC d/b/a Gameday Men's Health does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

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Exhibit J	Receipt

(Signatures on following page)

Date	Signature	Printed Name
Date	Signature	Printed Name

Rev. 012417

Please sign this copy of the receipt, date your signature, and return it to Ream Franchise Group, LLC. at 5140 Avenida Encinas, Carlsbad, California 92008.